

# Rayburn Tours Booking Conditions – All Tours 2020/21

Together with the information contained in our booking quotation and confirmation letter, these booking conditions form the basis of your contract with Rayburn Tours Ltd.

Rayburn Tours Ltd – Registered Office: Rayburn House, 37 Brunel Parkway, Pride Park, Derby, DE24 8HR – Registered in England No. 1853736

In these booking conditions, "you," "your" and "group member(s)" means all persons named on your booking with us (including anyone who is added or substituted at a later date, or any of them at the context requires. "Tour Leader" means the person who makes the booking. "We," "us" and "our" means Rayburn Tours Ltd. These booking conditions only apply to the tour arrangements which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "tour," "holiday" or "arrangements" mean such arrangements unless otherwise stated and "departure" means the start date of these arrangements.

## The Package Travel and Linked Travel Arrangements Regulations 2018

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all EU rights applying to packages. Rayburn Tours Ltd will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Rayburn Tours Ltd has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

More information on key rights under the [Package Travel and Linked Travel Arrangements Regulations 2018](#)

## 1. MAKING YOUR BOOKING

In order to make a booking, you must send us a signed booking form or submit an on-line booking request along with the payments shown in clause 2.

Acceptance of your booking is also conditional upon all group members being covered by appropriate and adequate personal travel insurance. It is a condition of our accepting your booking that this travel insurance is in effect prior to the date full payment of the tour cost must be made at latest. This insurance must include cover for (i) cancellation or curtailment of your tour as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need, (v) personal effects and money and (vi) cover for costs and liability arising from playing and practising your sport. Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for the particular needs of all group members including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy).

## 2. DEPOSITS AND BALANCE

In order to make a booking you must send us a signed booking form or submit an on-line booking request along with the following deposits:

(a) For Coach Tours: For any coach tour where the tour price is between £125 and £500 per person, a first deposit of £50 per paying group member is required. A second deposit of £75 per paying group member is required 8 weeks later. For any coach tour where the tour price is between £500 and £750 per person, a first deposit of £75 per paying group member is required. A second deposit of £100 per paying group member is required 8 weeks later. For any coach tour where the tour price is greater than £750 per person, three deposits will be required; the first deposit is £75 per paying group member which is payable at the time of booking. The second deposit of £100 is required 8 weeks later and the third deposit of £100 is required 16 weeks from the time of booking. If the cost of your tour per paying group member is less than £50, full payment must be made at the time of booking. If the cost of your tour per paying group member is between £50 and £125, a deposit of £25 per paying group member will be required at the time of booking. The balance for all coach tours is due 10 weeks before the tour begins. A different payment timetable applies to late bookings – see below. The specific dates for payment will be set out in your confirmation letter.

(b) For Air Tours: For European destinations and Iceland (except as stated below), the first deposit is £125 per paying group member if flying with an airline which does not require full payment at the time of booking or, where your airline requires full payment of your air fare at the time of booking, £225 per paying group member (£275 per paying group member for Italy & all ski trips) which is payable at the time of booking. For Non-European destinations the first deposit is £275 per paying group member which is payable at the time of booking. The second deposit for all air tours is £110 per paying group member which is required 8 weeks later. For any air tour where the tour price is greater than £1200 per person, three deposits will be required; the first deposit is £300 per paying group member which is payable at the time of booking. The second deposit of £150 is required 8 weeks later and the third deposit of £150 is required 16 weeks from the time of booking. On occasion, a different deposit may be required, you will be informed at the time of booking if this is the case. The full cost of any flights which have been purchased must be paid (and cannot be refunded) in the event of cancellation by you where the airline applies a 100% cancellation charge after booking (which is usually the case where full payment has to be made at the time of booking). This cost may exceed the deposit(s) paid. The balance will be due 10 weeks before the tour begins. A different payment timetable applies to late bookings – see below. The dates for payment will be set out in your confirmation letter. Generally, the price payable for flights is that applicable at the time we actually book them and prices cannot be held in advance. Flights may not be available to book when your tour is confirmed and the price actually payable for your flights when released by the airline may be different to that shown (as an estimate) in the booking quotation. If you wish to book your flights through us, the price payable will be that applicable when the flights are booked and not the estimated price shown on the booking confirmation. Where the cost of the flights is higher than estimated and you do not wish to pay this, you will endeavour to suggest alternative flights / travel arrangements. Any resulting increase will not be a surcharge as referred to in clause 3. However, we will not proceed to make your booking after receiving your authorisation and deposits without your further authority where the tour price payable will be greater than 110% of the last quoted tour price.

All bookings made within 22 weeks of departure: The following payment timetable will apply for late bookings; bookings made more than 13 weeks and up to 22 weeks before departure – first and second deposits payable at the time of booking, balance due 10 weeks before departure; bookings made 13 weeks or less before departure – full payment due at the time of booking. Travel documents will only be sent to you after full payment has been received. Deposit and balance due dates and deposit amounts may be varied from those set out above. You will be advised in your booking quotation where applicable. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled. All bookings are subject to these booking conditions. By signing the booking form or submitting an on-line booking request, the Tour Leader confirms that he has the authority of all persons travelling (or their parent or guardian for anyone under 18 at the time of booking) to make a booking with us on the basis of these booking conditions.

If you have any queries regarding any of these conditions you must contact us prior to making your booking.

Holding deposits: We may at our discretion be prepared to accept a holding deposit in order to secure an element of your tour (such as the accommodation) before you are in a position to provide the required deposits for all group members. Please note, this holding deposit will not be refundable in the event that you do not proceed with the booking.

(c) Where you are booking a tour a long time in advance of departure, we may not be in a position to book or confirm the price of your flights at the time of booking your tour as airlines may not have released their services and prices for the relevant period. The price for flights which are not yet available to book which is shown in your booking quotation and confirmation letter is our estimate of the likely cost based on the current prices. However, the price payable will be that applicable when we are in a position to actually book the flights concerned which may be different to the estimate provided. Please be aware that there is likely to be a good deal of volatility in flight prices given the impact of the coronavirus pandemic on airlines. If the price actually payable is not acceptable, we will of course endeavour to identify suitable alternative flights or travel arrangements. No contract will exist in respect of any such flights until they are available for us to book and you have confirmed you wish us to do so.

(d) Damage / security deposit: A security deposit will be required for most bookings. This will usually be payable with the balance of the tour cost but may also be payable directly to the accommodation centre in advance. The amount of this will be advised at the time of booking. This deposit may be used in the event of any damage, breakages or loss of any nature being caused by you (damage), whether accidentally or otherwise, or to pay compensation to your host club should you fail to attend one of your matches for any reason. The cost of any damage or compensation is the joint responsibility of all group members. The amount of the damage deposit paid does not limit your liability and should this be insufficient, you will be responsible for any additional amount payable. It is for the service provider / host club / accommodation centre to reasonably determine the value of the

damage or compensation payable and not us and we cannot become involved in any claim or dispute which may arise. Subject to any applicable deductions, we will refund the security deposit within 2 weeks of the end of your tour where this has been paid to us. Where the security deposit is paid to the accommodation centre, this will be refunded by them in accordance with their own policy.

## 3. YOUR CONTRACT

A binding contract between us comes into existence when we dispatch or e-mail your confirmation pack / confirmation e-mail to the Tour Leader in respect of the tour arrangements specified on your confirmation (please see clause 2)(i) above in respect of flights). Where flights are booked later than the rest of the tour arrangements, a separate confirmation will be issued for these and a contract for them will come into existence at that point. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim which arises out of or in connection with our contract or your tour must be dealt with under the ABTA Arbitration Scheme (see clause 9) or by the Courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the courts of Scotland or Northern Ireland, as applicable. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland / Northern Ireland as applicable but if you do not so choose, English law will apply. The Tour Leader must check the confirmation pack and all other documents carefully on receipt 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 liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

## 4. PRICES, MINIMUM NUMBERS AND SET DEPARTURE DATE TOURS

(i) We reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed. Coronavirus and the measures taken by governments, public authorities and businesses to manage its effects (such as social distancing) is likely to have a significant effect on the price of tour arrangements for a considerable period of time. Such measures may be introduced or changed with little or no prior notice. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once a booking has been confirmed, the price will only be increased or decreased as set out below or referred to in clause 2. The price will not, however, change as a result of any variations in exchange rates used to calculate the cost of your tour after booking.

(b) We have the right to increase the cost of your tour after confirmation should our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports. You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your tour.

(c) We will absorb, and you will not be charged for any increase in the costs referred to in clause 4(b) above up to an amount equivalent to 2% of the tour cost. You will be charged for any increase in our costs over and above this 2%. If any increase in the cost of your confirmed booking in accordance with clause 4(b) is greater than 8% of the total cost of your tour, clauses 5(b) and 5(c) below will apply.

(d) You will be notified of any price increase or reduction applied in accordance with clause 4(a) together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund.

(e) All prices are calculated on the basis and condition that the minimum group size for your tour agreed at or before the time of booking is achieved by you. In the event that the number of paying group members confirmed by the specified deadline is less than the applicable minimum, we will offer you the choice of paying an adjusted price based on the actual group size where it is possible for us to operate the tour with a smaller number than the minimum group size. Where we cannot do so or you do not wish to accept the adjusted price, your booking will be cancelled. Cancellation charges will then be payable as shown in clause 8. Providing the minimum group size is achieved when the final balance is paid, we will not, however, adjust the price or cancel for this reason in the event that your group falls below the minimum size at a later stage. Please note, payment of an adjusted price as a result of the group size being smaller than the agreed minimum is not an alteration of the price agreed for the tour at the time of booking. This is an option we offer where we can as an alternative to cancellation where you have been unable to meet the minimum group size condition applicable to your booking.

(f) We offer a range of set departure date tours. These are tours which are not specifically organised for a particular group and which are available for different groups to join. The operation of these tours is subject to minimum and maximum numbers. Your booking is accepted on the basis that the number of paying members of your group will be within the range stipulated at the time of booking. In addition, the tour requires a minimum number of paying participants in order to operate. In the event that the number of paying members of your group or the total number of paying participants on the tour falls below the stipulated minimum numbers (including as a result of cancellation), we will where we offer you the choice of paying an adjusted price based on the total number actually travelling. Where we cannot do so or you do not wish to accept the adjusted price, we reserve the right to cancel your booking and the tour providing we notify you of the cancellation by the stipulated deadline (see below). Where we have to cancel your booking in these circumstances, you will receive a full refund of all monies paid to us (other than any amendment or cancellation charges which have already been incurred). No compensation or other sums will be payable in addition. We will not cancel for this reason less than 10 weeks before departure. Please note, payment of an adjusted price as a result of the number travelling being smaller than the agreed minimum is not an alteration of the price agreed for the tour at the time of booking. This is an option we offer where we can as an alternative to cancellation in the event the minimum group size condition applicable to your booking / tour is not met.

## 5. CONCERT ARRANGEMENTS

The concerts we organise for you are arranged in good faith at the venues chosen by you. Even where a specific concert venue is named we cannot guarantee that concerts will be able to go ahead at your chosen venue as planned or indeed at all, nor can we guarantee audience attendance. On occasions, concert arrangements may be changed or cancelled before or after your departure for reasons which are outside our control. Such reasons may include bad weather, venues becoming unavailable, the local / applicable concert venue withdrawing its permission or national / local restrictions being imposed on or preventing such events. If a concert is cancelled for any reason, we will endeavour to arrange an alternative concert. In making your booking, you accept the risk of cancellation or change of the concert(s) originally scheduled and agree that any alternative arrangements will not amount to a significant alteration. No compensation will be payable and no other liability can be accepted (except as set out in this clause) in the event of any scheduled concert being changed or cancelled for any reason which is outside our direct control. In these circumstances, it will not be possible to cancel and receive a refund of the cost of the arrangements booked with us unless we are unable to offer you alternative arrangements as referred to in this clause. No refunds will be provided where a concert is cancelled after the start of your tour for a reason outside our direct control.

## 6. IF WE HAVE TO ALTER OR CANCEL YOUR TOUR

(a) Changes to confirmed tour arrangements sometimes have to be made. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Please bear in mind that the coronavirus pandemic and the measures and other action being taken by governments, public authorities and businesses to manage its effects (such as social distancing) is likely to have an effect on tour arrangements for a considerable period of time. Such measures / action may be introduced or changed with little or no prior notice. Greater flexibility is therefore likely to be required for the foreseeable future which we would ask you to bear in mind at all times, both before and after departure. Any impact which such measures / action has on your tour arrangements will not constitute a significant alteration to your tour as referred to below.

(b) Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 23. Where we have to do so, clause 6(c) and (d) will apply. Please also see clause 5 in respect of changes to concert arrangements. All other alterations will be treated as insignificant changes.

(c) In the event that we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration(s) and any impact they have on the price; (ii) in the event that you do not wish to accept the alteration(s), details of any substitute package we are able to offer (and any price reduction

where this is of a lower quality or cost); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration(s) or any substitute package offered; and (iv) the period within which you must inform us of your decision and what will happen if you do not do so. Any change to concert venues and other concert arrangements will not constitute a significant alteration to your booking and accordingly no right to cancel in accordance with this clause 6(c) will arise. We will of course provide you with details of any such changes as soon as we become aware of them.

(d) If you choose to cancel your booking in accordance with clause 6(c), we will refund all payments you have made to us within 14 days of the date the cancellation takes effect (which will usually be the date we send you a cancellation invoice). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation (see above). No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 7).

(e) For Sports Tours, fixtures may have to be amended or cancelled before and after departure. We have no control over the local organising body and any decisions they may make concerning the fixture(s) and no responsibility for the acts or omissions of other teams or their members. If your planned fixture(s) is amended or cancelled we both agree that it will be considered an insignificant change. We will endeavour to help arrange a similar replacement fixture(s) but shall not be obliged to do so and the rights and obligations concerning significant changes to main characteristics set out above shall not apply.

(f) In the event that unavoidable and extraordinary circumstances (see clause 7) occurring in the place of destination of your tour or its immediate vicinity significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges. You must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid within 14 days of this date.

(g) Occasionally, it may be necessary to cancel confirmed tour arrangements. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 7) and we notify you of this as soon as reasonably possible or (ii) we have to cancel in the circumstances referred to in clause 4(f) and we notify you of this not less than 10 weeks before departure. Where we have to cancel your tour in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of termination (see clause 6 (d)) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We will of course endeavour to offer you comparable alternative arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements in the circumstances referred to above and we exercise our right to cancel as a result. Without limitation and subject to clause 6(e), you will not be entitled to a full refund and cancellation charges are likely to apply where such circumstances affect your ability to travel on your tour. This may be the case, for example, where restrictions applied by the UK or any overseas government or public authority mean you are unable to leave the UK and/or travel to or gain entry into the country(ies) where your tour is due to take place. The issue of advice or recommendations against travel by public authorities (such as the Foreign Office) does not automatically mean we are prevented from performing your tour arrangements but may instead affect your ability to travel.

## 7. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation or other sums where the performance or prompt performance of our contractual obligations is prevented or affected by unavoidable and extraordinary circumstances. The same position applies where you suffer any damage or loss (as more fully described in clause 14(b) below) as a result of such circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, epidemics and closure or restriction of transport hubs or facilities including, for example, ports, airports, the Channel Tunnel or airspace. Unavoidable and extraordinary circumstances also include the coronavirus, and any other viral, pandemic and the measures and other action being taken by governments, public authorities and businesses to control and manage its effects (such as social distancing).

## 8. IF YOU HAVE TO CHANGE OR CANCEL YOUR TOUR

Should you wish to make any changes to your confirmed tour, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £25.00 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the tour price where, for example, the basis on which the price of the original tour was calculated has changed.

Any group member may transfer their place to another person (introduced by you) provided the person to whom the place is transferred satisfies all conditions which form part of your contract with us. Requests for a transfer must be made not less than 7 days before departure and must be accompanied by the name and other applicable details of the replacement group member. Where the transfer can be made, all reasonable costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £25.00 must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight for the group member(s) concerned.

A cancellation is a withdrawal from the tour of one or more paying group member(s) without replacement (see above) or cancellation of the entire booking. You may cancel at any time prior to departure.

IT IS VITAL THAT ANY CANCELLATIONS ARE ADVISED TO US IN WRITING BY THE TOUR LEADER AND ACKNOWLEDGED BY US. ONLY THEN IS THE CANCELLATION NOTICE EFFECTIVE.

Naturally, we hope that it will not become necessary for you to cancel your booking, but sometimes circumstances make this inevitable. Cancellation charges will be levied as follows based on the date the written notice of cancellation is received by us. In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. As referred to in clause 1, it is a condition of our accepting your booking that you have travel insurance which provides cover against the risk of cancellation charges where you need to cancel for a reason outside your control.

(a) Before final payment is due (i.e. more than 70 days before departure unless an earlier final payment date is applicable to your booking); if any paying group member or the entire group cancels after booking, the full deposit(s) then paid and/or due will be retained. The cost of any flights is non-refundable after they have been purchased where the airline applies a 100% cancellation charge after booking (which is usually the case where full payment has to be made at the time of booking). This cost may exceed the deposit(s) paid. If this is the case, the amount by which the flight cost exceeds the deposit(s) paid will be payable in addition to the deposit(s) for the group members who are cancelling. For bookings where the cost per paying person is less than £50, £20 per person will be retained in this situation. If a suitable substitute is accepted by us (see above), the payment(s) already made may be transferred accordingly.

(b) After final payment is due; if any paying group member cancels after payment is due, and no suitable substitute is immediately available, cancellation charges will be levied as follows:

| Period before scheduled departure within which written notification is received by us. | Amount of Cancellation charge (expressed as a percentage of the total tour cost) |
|--|--|
| 70-29 days before departure:   | 75%  |
| 28-15 day(s) before departure :  | 90%  |
| 14-1 day(s) before departure :   | 100%   |

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(c) Cancellation affecting minimum size of group: if any cancellation brings the number of the group members below the number required for a particular tour price or a particular set of concessions for accompanying adults, clause 4(b) will apply. Concessions for accompanying adults may also be adjusted.

(d) Any agreement to extend or otherwise vary the payment timetable set out in clause 2 does not affect the payment of cancellation charges (including the timetable) as set out in this clause. The references to balance due date and the date the final payment is due in this clause mean the balance due date referred to in clause 2 irrespective of the date payment of the balance / final payment is due under any revised payment timetable.

(e) The cost of any excursions which are organised separately to the tour and do not form part of the tour cost is non-refundable in the event of your cancellation after confirmation unless the excursion operator is prepared to refund the cost in whole or part.

## 9. COMPLAINTS PROCEDURE

We will always do our utmost to resolve complaints quickly and amicably either prior to or after departure. Complaints should be put in writing and sent to us as soon as possible. Until we know about a complaint or problem we cannot begin to resolve it. Most issues can be dealt with quickly and amicably.

Whilst on tour we are available 24 hours per day to assist you with any difficulties. If you have a tour courier, please immediately raise any complaint you may have with them and, where appropriate, the supplier concerned. If you have no tour courier, any complaints should first be raised with the supplier concerned e.g. hotelier, coach driver. If the matter is not settled please inform our office in the UK immediately (during your tour).

If the complaint or problem is not resolved to your satisfaction and you wish to pursue the matter you should contact us in writing with full details within 28 days. Only the Tour Leader should contact us on behalf of the group. If you fail to follow this simple complaint procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result. Please also refer to clause 10.

## 10. ABTA ARBITRATION

We are a member of ABTA. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of your contract with us. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the tour. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this.

## 11. INSURANCE

It is a condition of us accepting your booking that each member of the group has appropriate and adequate travel insurance (see clause 1). The premium for personal travel insurance for each member of the group is not included in the cost of the tour (unless you have asked us to include this). It is important that you read and understand the insurance policy wording on our website [www.rayburntours.com](http://www.rayburntours.com) to ensure that it is suitable and adequate for all persons travelling. If for any reason it is not or cover is refused for any group member(s), you must arrange alternative insurance cover.

## 12. SUPERVISORY RESPONSIBILITY

The Tour Leader is officially in charge of the group and is responsible for ensuring that the group will be fully and properly supervised at all times and that all instructions and guidance we provide are followed. The Tour Leader also warrants that at least one accompanying supervising adult will be on duty at all times throughout the duration of the tour. The supervising adults are responsible for the good behaviour and discipline of the group throughout the tour. No group member under 18 years will be allowed to consume alcoholic beverages without prior written consent of their parent/guardian and no member of the group will be permitted to smoke in the bedrooms or otherwise cause fire hazards. The Tour Leader is also responsible for ensuring that all group members are specifically made aware of the above obligations prior to the tour commencement. The Tour Leader and supervising adults must read the pre-tour safety information provided in the confirmation pack and ensure this is followed by all group members as applicable. Further details of our Safety Management System are available on request. The Tour Leader must ensure that all group members are made aware of our code of conduct prior to travel. This is provided with your final documents prior to departure.

## 13. DATA PROTECTION

Rayburn Tours Ltd is a data controller for the purposes of the EU General Data Protection Regulation (which is otherwise known as GDPR) and the Data Protection Act 2018 (together referred to as data protection laws in this section). The protection of your personal data is extremely important to us. In order to respond to an enquiry, send you any material in respect of our tour arrangements and process and fulfil your booking, we need to use, where appropriate disclosure and otherwise process the personal data you provide us with. We will only process your personal data in accordance with our Privacy Policy for or in connection with the purpose for which you have provided it (for example, arranging your tour) or as you have consented to our using it (for example, to send you marketing material) or as permitted by data protection laws. Personal data which concerns your health or reveals your racial or ethnic origin are special categories of personal data. We generally require your explicit consent in order to process special categories of personal data which we will ask you to provide at the time of booking. We are unable to accept bookings where this consent is not provided. Our Privacy Policy can be found on our website [www.rayburntours.com](http://www.rayburntours.com). Please read our Privacy Policy for full details of the personal data we collect from you, why we do so and what we do with this data. We take appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which is appropriate to the harm that might result. Your personal data will be retained by us for the period referred to in our Privacy Policy.

You may ask us what personal data of yours is being held or processed, for what purpose and to whom it may be or has been disclosed. You may also withdraw your consent to receiving marketing material or other communications from us at any time by unsubscribing to our e-mails or otherwise contacting us on [info@rayburntours.com](mailto:info@rayburntours.com). Please also let us know if you believe the personal data we are holding is inaccurate, out of date or incomplete. If you have any complaint about the way in which your personal data has been dealt with, please contact us by e-mail to [dataprotectionofficer@rayburntours.com](mailto:dataprotectionofficer@rayburntours.com). We will investigate and respond to you as soon as we reasonably can. If you remain dissatisfied, you may complain to the Information Commissioner's Office. For further details, see [www.ico.org.uk](http://www.ico.org.uk)

## 14. OUR LIABILITY TO YOU

(a) We promise to make sure that all parts of the tour we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

(b) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following: i) the acts or omissions of the person(s) affected or ii) the acts or omissions of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or iii) unavoidable and extraordinary circumstances (see clause 6). In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(c) We will not be responsible where you do not enjoy your tour or suffer any problems because of a reason you did not tell us about when you booked your tour or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business (including self-employed loss of earnings). We cannot accept responsibility for any services which do not form part of our contract. This includes, for example any additional services, activities or facilities which your hotel or any other supplier agrees to provide for you where the services, activities or facilities are not advertised by us as forming part of your tour and we have

not agreed to arrange them as part of our contract and any excursion, activities or other services you purchase during your tour. Similarly, we cannot accept responsibility where facilities and services we have advertised in good faith are temporarily closed or withdrawn by the supplier without our prior knowledge (for example, as a result of lack of demand or staff for repair or maintenance). In addition, regardless of any wording used by us in any quotation, confirmation, advertising or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(d) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable participant to refuse to take the tour in question. This exception does not, however, apply to the absence of seatbelts on coaches contracted outside the UK as this is not a legal requirement elsewhere. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 14(a). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(e) Except as set out in clause 14(f) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which you or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total tour cost (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limit applies to your claim under clause 14(f). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

(f) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and / or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as set out below. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the applicable international convention or EU regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 893/2002 for national and international travel by air, EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents and/or the Athens Convention (as amended by the 2002 protocol) for international and EU domestic carriage by sea and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended, for travel by rail. Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request.

## 15. TRAVEL DELAY

Your travel insurance may provide you with some cover in the event of significant delay. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with refreshments, meals and accommodation under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight 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 airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is denied for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may use the CAA Passenger Advice and Complaints Service. See [www.caa.co.uk/Passengers/Resolving-travel-problems](http://www.caa.co.uk/Passengers/Resolving-travel-problems) for further details.

## 16. FLIGHTS

In accordance with EU Directive EC No 2111/2005, we are required to bring to your attention the existence of a 'Community List' which contains details of airlines which are subject to an operating ban within the EU. The Community List is available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)

We are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any changes to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings detailed on your confirmation letter or elsewhere are for guidance only and subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to the Tour Leader approximately two weeks before departure. The Tour Leader must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we / the carrier are unable to offer you a suitable alternative the provisions of clause 4 will apply.

## 17. LUGGAGE

Due to luggage space varying between coach models, we strongly recommend that each passenger restricts their personal luggage to just one item, i.e. a small/medium size soft holdall. Hard cases will not be accepted. For flights, luggage allowances and restrictions (hand and checked) vary between airlines. Details of these can be provided on request.

## 18. CONDITIONS OF SUPPLIERS

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or regulations (see clause 14(f)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## 19. SAFETY STANDARDS

Please note, it is the requirements and standards of the country in which any services which make up your tour are provided which apply to the services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower. For example, some of the coaches we use on our tours are not fitted with seatbelts as this is not a legal requirement of the country(ies) in which the tours are to take place. Please also see 14(d).

## 20. FINANCIAL SECURITY

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 3475).

When you buy an ATOL protected flight or flight inclusive package from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier

are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

\*The flights and flight inclusive holidays we arrange are ATOL protected providing your flight departs from within the UK/EEA. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

If we, or the suppliers identified on your ATOL certificate, 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.

In the event you need to make a claim, the Civil Aviation Authority can be contacted at Gatwick Airport South, West Sussex, RH6 0YR, UK tel +44 (0)333 103 6350 and e-mail [claims@caa.co.uk](mailto:claims@caa.co.uk). See also [www.caa.co.uk](http://www.caa.co.uk) for further information.

We are a member of ABTA (ABTA number V025X). If your tour does not include flights (or includes flights which originate from outside the UK/EEA), ABTA will financially protect your holiday by ensuring you receive a refund or, if your tour includes travel to the UK (other than flights) you are returned to the UK in the event that your holiday cannot be provided as a result of our insolvency. You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid. Please go to [www.abta.com](http://www.abta.com) for more information on the financial protection provided by ABTA. For further information, please go to [www.abta.com](http://www.abta.com). ABTA can also be contacted at: 30 Park Street, London SE1 9EQ and by telephone +44 (0)20 3117 0599

In the event of our insolvency we, or any appointed insolvency practitioner, may disclose your personal information to the CAA, and/or ABTA so that they can assess the status of your booking and advise you on the appropriate course of action under any scheme of financial protection. The CAA's General Privacy Notice is at <https://www.caa.co.uk/Our-work/About-us/General-privacy-notice/> ABTA's Privacy Notice is at <https://www.abta.com/privacy-notice>

## 21. FOREIGN OFFICE ADVICE

The UK Foreign Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travelaware.campaign.gov.uk/> which you are recommended to consult before booking and in good time before departure.

## 22. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is the responsibility of the Tour Leader to check passport and visa requirements for your tour at the time of booking. Requirements may change and you must check the up to date position in good time before departure. We will assume that all group members are British citizens with a British passport (or entitlement to apply for one) unless the Tour Leader advises us otherwise. For British citizens, a full British passport generally takes approximately 3 to 6 weeks to obtain but is currently (October 2020) taking much longer. If any group member (who is a British citizen) is 16 or over and hasn't yet got or had a passport, even more time needs to be allowed as the UK Passport Service has to confirm identity before issuing a first passport. If any group member is not a British citizen or holds a non-British passport, the Tour Leader should advise us before making your booking so that we can provide you with the applicable general advice on passport and visa requirements. Please ensure you check the latest position on applying for or renewing a passport at the earliest opportunity.

It is the Tour Leader's responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those introduced to deal with coronavirus) in good time before departure. As changes may occur at any time (including at short notice), the Tour Leader must ensure they are aware of the current position prior to departure. Details are available from your GP surgery and travel clinics and from the National Travel Health Network and Centre [www.travelhealthpro.org.uk](http://www.travelhealthpro.org.uk). Information on health is also available on

[www.nhs.uk/live-well/healthy-body/before-you-travel](http://www.nhs.uk/live-well/healthy-body/before-you-travel). We will notify you of any health requirements (such as mandatory inoculations) that must be satisfied in order to gain entry into your tour destination(s). However, health requirements and recommendations may change at any time and are likely to have done so before you travel (quite possibly at short notice). You must therefore check the up to date position in good time before and close to departure. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply as referred to in clause 8.

It is the Tour Leader's responsibility to ensure that all group members are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation or otherwise comply with all applicable requirements (including health / coronavirus related ones). If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalties being imposed on us or expenses or costs being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply as referred to in clause 8.

## 23. SPECIAL REQUESTS AND REDUCED MOBILITY / MEDICAL CONDITIONS / DISABILITIES

If you have any special request, the Tour Leader must advise us prior to submitting your booking form. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed it. Failure to meet any special request will not be a breach of contract on our part unless we have done so. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request in your confirmation pack or elsewhere is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you. Special requirements we have accepted will be specifically confirmed as accepted in your confirmation pack. Before you make your booking, we will advise you as to whether the proposed tour arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

If any group member suffers from reduced mobility or has any other medical condition or disability which may affect your tour or any special requirements as a result of reduced mobility or any medical condition or disability, please tell us before you make your booking so that we can provide you with precise information as to the suitability of the arrangements for the person(s) concerned taking into account their needs. In any event, the Tour Leader must give us full details in writing at the time of booking and whenever any change in the condition, disability or mobility occurs. The Tour Leader must also promptly advise us if any medical condition, disability or reduction in your mobility which may affect your tour develops after your booking has been confirmed.

## 24. ASSISTANCE DURING YOUR HOLIDAY

In the event you end up in difficulty (of any sort) during your tour, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.