

Booking Conditions

These tours are operated by Specialtours at The Ultimate Travel Company Limited, which is registered in England under company number 3528325.



MAKING A BOOKING

Please complete the registration form and forward it to The Ultimate Travel Company Ltd., together with your non-refundable deposit made payable to The Ultimate Travel Company Ltd. If you are booking less than 10 weeks prior to departure, the full cost of the tour is payable.

On receipt of your registration form and deposit, we will confirm your booking in writing, then approximately 12 weeks prior to departure send you a final invoice, which will reflect any applicable surcharges due, together with further information relevant to the tour. Invoices must be paid no less than 10 weeks prior to departure (or immediately if bookings are made within 10 weeks of departure), otherwise we reserve the right to treat the booking as cancelled and apply cancellation conditions as set out below. Your travel documents will be dispatched approximately 15 to 21 days before the date on which the tour actually begins.

FITNESS TO TRAVEL

While we do not impose any age limitations on joining a tour, participants must be reasonably fit and able to cope with its specific demands, specially where sustained periods of sightseeing and walking are involved.

If you are in any doubt as to the suitability of a tour, please make this known to us before you book and we will advise you accordingly. The Ultimate Travel Company reserves the right to decline a reservation without necessarily giving a reason.

The tour organiser has the right to disqualify any client at any time during the course of a tour, if considered necessary for the medical wellbeing or safety of the individual or the client's actions are materially affecting the enjoyment of the tour for the remainder of the group. Any decision with regard to reimbursement for any part of the tour not completed will be decided by the Managing Director of The Ultimate Travel Company Ltd. and the tour organiser.

PASSPORT, VISAS & HEALTH

All clients are personally responsible for ensuring that they have a valid passport / identity card, any required visa, and conform to the health regulations required by the relevant country. Advice on health requirements may be obtained from your doctor or from the Department of Health.

TRAVEL INSURANCE

We strongly recommend that participants take out adequate travel insurance and care should be taken to ensure adequate cover, in particular for cancellation and emergency repatriation in the event of medical problems. If you do not have travel insurance, you will not, under any circumstances, hold The Ultimate Travel Company Ltd. responsible for any personal expenditure that would have been covered by a normal fully inclusive Travel Insurance Policy.

BAGGAGE & PERSONAL EFFECTS

These remain your responsibility and risk at all times.

PRICING & SURCHARGES

The price of the tour is based upon tariffs, other costs and exchange rates, as per the date of publication of the itinerary.

The price of your travel arrangements may be varied due to changes in: transportation costs e.g. fuel, scheduled air fares and any other airline surcharges which are part of the contract between airlines (and their agents) and us, Government action such as increases in VAT or any other Government imposed increases, currency in relation to adverse exchange rate variations. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, will be absorbed. For larger variations this 2% will still be absorbed for increases but not retained from refunds. If the surcharge exceeds 10% of the agreed price you have the right to cancel the tour with a 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 from the issue date printed on your final invoice. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in the 'Alterations by The Ultimate Travel Company Ltd.' paragraph below, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out below. 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.

AIRLINES & OTHER SUPPLIERS

The Ultimate Travel Company Ltd. acts only as agent for the owners of accommodation and services provided, for all carriers by air or otherwise and for road transport proprietors, and all bookings must be accepted subject to the ticket or transport conditions and regulations of the carriers or transport proprietors, and also subject to the laws of the country in which such carriage or other facility is required.

We are required to bring to your attention the existence of a 'Community list', which can be inspected at 'https://ec.europa.eu/transport/modes/air/safety/air-ban_en' and contains details of air carriers who are subject to an operating ban within the EU. We are also required to advise you of the carrier(s) that will operate your flight(s) at the time of confirmation. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above, as a result of which we are unable to offer you a suitable alternative, the provisions contained under the heading 'Alterations by The Ultimate Travel Company Ltd.' will apply.

ALTERATIONS BY THE ULTIMATE TRAVEL COMPANY LTD

We will do our utmost to provide the tour arrangements that have been confirmed, but we must retain the right to modify or cancel any tour, flight schedule, accommodation or arrangement, if unforeseen circumstances amounting to 'force majeure' arise. In such circumstance, we will inform you as soon as possible, and, should the change be such that it alters the nature of the tour, we shall give you the choice of an alternative tour or a full refund of all money paid. In recognition we will absorb all financial loss consequent upon cancellation due to 'force majeure'. We shall not cancel any tour for reason of political tension or natural disaster unless specifically recommended to do so by the relevant Government office.

ALTERATIONS BY YOU

We will do our best to make any alterations you may require after confirmation has been issued, subject to availability and to the payment for any increased costs relevant to the change. Any requests for alteration to an itinerary should be made in writing.

CANCELLATION

You or a member of your party may cancel their participation on the tour provided that the cancellation is communicated in writing and by the person who signed the booking form. The deposit is non-refundable. After the balance has been paid, The Ultimate Travel Company Ltd. will charge as follows:

	Deposit
More than 70 days	
69 to 41 days	50%
40 to 21 days	75%
20 days or less	100%

If you are obliged to cancel, with reasonable notice, the booking may be transferred to a third party who satisfies the conditions required to take the tour. The amounts not refundable by The Ultimate Travel Company Ltd. may be recoverable under the participant's personal insurance policy.

TOUR CANCELLATION

The prices of our tours are based on a minimum number of passengers travelling. If this minimum number is not reached at least 10 weeks prior to the scheduled departure date, we will cancel the tour and offer a refund in full or propose a supplementary charge to enable the tour to operate, subject to the passengers' agreement.

OUR LIABILITIES

We do not exclude or limit any liability to our clients which may arise from proven negligence by any person employed directly by us or by our suppliers and subcontractors, servants or agents of the same whilst acting in the course or their employment (other than air and sea carriers performing any domestic internal or international carriage of whatsoever kind) in respect of death, bodily injury or illness. Such liabilities shall be subject to English law and all proceedings shall be within the exclusive domain of the English courts. We shall endeavour to afford general assistance to our clients in the event of illness, injury or death during the period of the tour. We accept responsibility for ensuring that all parts of the tour are supplied as described and that all services shall reach a reasonable standard.

These obligations and responsibilities shall be limited to where international conventions in respect of air or sea carriers apply. Naturally we cannot assume responsibility for loss or expense due to war, riots, strikes, terrorist activities or natural disaster.

COMPLAINTS & ARBITRATION

We will always endeavour to resolve any complaints on the spot. However, if the matter cannot be resolved, you must write to Nick Van Gruisen, Managing Director, within 14 days of the end of the tour. We will endeavour to resolve the problem as promptly as possible. In the unlikely event that the problem is not amicably resolved the case may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and provided by CEDR Solve, Europe's leading commercial and workplace mediation service. The Scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. 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 £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by ABTA, who will forward them to CEDR Solve, within eighteen months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com).

DATA PROTECTION STATEMENT

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in the UK. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. For full details of our data protection policy, please visit our website www.theultimatetravelcompany.co.uk