

Company Name	Qu tours ltd
Company Number	11419319
Trading name	Qu tours
Registered Address	3rd floor Maya house 134-138 Borough high street London SE1 1LB

All the *tours* advertised in our brochures and on our website are operated by Qu tours limited and are sold subject to the following conditions:

1. Definitions

<i>Beginning of the tour</i>	Means the date corresponding to the first day of the tour.
<i>Force majeure</i>	Means any event which Qu tours or the <i>supplier</i> of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, earthquakes, natural or nuclear disaster, epidemics / pandemics, adverse weather conditions, fire, UK Foreign Office / US State Department/ EU consular protection advice against travel and all similar events outside our control / the control of the <i>supplier</i> concerned.
<i>Local payment</i>	Means a portion of the <i>tour</i> cost which must be paid directly to the local representative as instructed.
<i>Price</i>	Means the total cost of the <i>tour</i> .
<i>Reference name</i>	Means the person making the booking
<i>Supplier(s)</i>	Means the company or person that is holding or providing the tour package or any part of it.
<i>Tour(s)</i>	Means any package organised or advertised by us unless otherwise stated.
<i>You, Your, Us, Our</i>	Unless otherwise stated, in these booking conditions, " <i>you</i> " and " <i>your</i> " means all persons named on your booking, including anyone who is added or substituted at a later date, or any of them as the context requires. " <i>We</i> ", " <i>us</i> " and " <i>our</i> " means Qu tours Ltd.

2. Terms and Conditions

These terms and conditions govern the contract between you and us to the exclusion of all other terms and conditions save for those implied by law, and no variation to these terms and conditions shall be valid unless in writing and signed by you and the company director.

We assume that you have read these terms and conditions at the time you made the booking and agree to them.

3. Making the booking

Booking can be made contacting Qu tours Ltd:

- via e-mail
- via website
- through an approved travel agent

Booking is usually available:

- up to 40 days before the *beginning of the tour* for multi-day *tours*
- up to 10 days before the *beginning of the tour* for daily *tours*

Later booking could be accepted, upon Qu Tours discretion, only if made via e-mail.

The person making the booking must be 18 years old or over and possess the legal capacity and authority:

- to make the booking
- to accept these booking conditions
- to accept these booking conditions on behalf of everyone in their party

Whether the booking is made for a single person or a group, Qu tours Ltd will only deal with the person, the *reference name*, who made the booking in all subsequent correspondence, including changes, amendments and cancellations. The *reference name* is also responsible for ensuring the accuracy of the personal details or any other information supplied in respect of himself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

Your personal safety is the most important aspect for us and therefore it is imperative that you advise us, at the time of booking, of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

4. Payment & Deposits

To secure a reservation you could pay a deposit, for each person participating to the *tour*, as a percentage of the published trip *price*. The amount of the deposit will be notified to you at the time of booking. A binding contract between you and us comes into existence on receipt of the deposit. Where a deposit is received by credit or debit card, the final balance, when due, will be charged to this card unless you otherwise notify us. Deposits are used by us to enter into the contractual arrangements on your behalf and are not refundable.

If you book less than 40 days before the *beginning of the tour* full payment, less any payment which must be paid locally, must be made on booking by credit, debit card or direct bank transfer.

When you book your *tour* through an approved travel agent, all communication between you and us will be made through that agent, as such please contact your agent in the first instance, as no changes can be made to your booking unless they are done through your agent.

If the *price* of your *tour* includes a *local payment* this must be paid by you in the currency specified. Please note that your *tour price* will not be considered to have been paid in full until the *local payment* has been made. Tourist taxes, hotel fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your *tour price*.

The balance is due 40 days before the *beginning of the tour*. 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 payments due at that date.

When the deposit payment option is not shown for a *tour* the full *price* payment is requested. In particular for daily *tours* full payment is required at the moment of booking.

5. Information accuracy

The information contained in our brochures, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen *tour*, including the *price*, with us or your travel agent at the time of booking.

We may provide you with information, before *beginning of the tour* and/or when you are on *tour*, about activities/points of interests which are available in the area you are visiting. We have no involvement in any such activities which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular activities, excursions, operators, other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any

liability on any basis in relation to such activities. We cannot guarantee accuracy at all times of information given in relation to such activities or about the area you are visiting generally or that any particular activity which does not form part of our contract will take place as these services are not under our control.

6. Formation of Contract

If we accept your booking, we will issue a booking confirmation and Invoice. A contract will exist between us from the date we issue the booking confirmation and Invoice. Confirmation invoice must be checked as soon as you receive it. Contact us immediately if any information which appears on the invoice or any other document is incorrect or incomplete as it may not be possible to make changes later. 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. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any potential costs involved in doing so.

7. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency.

The Protected Trust Services provides financial protection under Package Tours Regulations 1992.

8. Prices

All *prices* we advertise are accurate, to best of our knowledge, at the date published, however we reserve the right to change and correct errors in any of those *prices* at any time before we enter into a contract with you. Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your booking confirmation and invoice. Before you make a booking, we will give you the up to date *price* of your chosen *tour* including the cost of any supplements, upgrades or additional facilities which you have requested.

9. Insurance

We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur, including medical, personal accident and repatriation in the event of illness, baggage, money and liability cover as well as loss of monies paid in the event of cancellation and in particular to ensure that you have sufficient insurance in respect of dependent relatives and *force majeure* events. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or *suppliers*. You must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your *tour*. Furthermore, you must advise us of the details of your own insurance including the name of the insurer and the policy number as soon as possible. Our representative abroad has the right to see the policy so that appropriate advice and assistance can be given. Clients in breach of this condition will be deemed to have indemnified the Company for any loss incurred by the Company as a result of such breach and such costs will be redeemable from them. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

10. Modifications or cancellation of the tour made by you

If, after our booking confirmation has been issued, you make any kind of change to your existing booking, we will charge an amendment fee of £50 per change. The requested change is subject to availability and we reserve the right to not accept the request of change. A notification shall be received in writing via email from the *reference name* at least 50 days before *beginning of the tour*. Alterations and amendment requests should be made with us and not with end *suppliers*. These changes shall not be deemed accepted until we have confirmed in writing to you. In addition to the fee we charge, any alteration, whether a change to an existing booking or a change to another *tour*, will also be subject to payment by you of any costs imposed by any of the *suppliers* providing the component parts of the booking. Any alteration by you within 50 days of *beginning of the tour* will be treated as a cancellation

of the original booking and will be subject to cancellation conditions and charges. We cannot accept liability for any loss, damage or additional expense incurred by you as a result of choosing to make any change. We shall try to accommodate any reasonable changes you wish to make to the *tour*.

Where you are unable to travel you can transfer your booking to another person, providing all the following conditions are met:

- you must notify us in writing at least 20 days before *beginning of the tour* and give us authority to make the transfer
- your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your holiday booking ("transferee")
- the transferee is acceptable to us, accepts the transfer and these Terms and Conditions and fulfils any conditions that apply to the booking
- payment is made by you of an administrative charge of a minimum of £50 per person plus all additional charges of whatever sort imposed by *suppliers* providing the component parts of the trip. Any overdue balance payment must also be received.

You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the *reference name* in writing. Please call also to ensure your email has been received. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days, before your booked *beginning of the tour*, we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium.

If you want to cancel one or more passengers on the booking you will have to pay a proportion of the applicable cancellation charge based on the number of passengers you wish to cancel from the booking:

DAYS BEFORE <i>BEGINNING OF THE TOUR</i>	CANCELLATION CHARGE AS % OF THE TOTAL <i>TOUR PRICE</i>
More than 40 days	Loss of deposit
39-30 days (inclusive)	50%
29-11 days (inclusive)	70%
0-10 days (inclusive)	100%

Any previously incurred amendment charges are not refundable. If the reason for the cancellation of your holiday falls within the terms of your insurance policy, then any such charges, less any applicable excess, may be refunded to you by your insurance company.

In the case you will not be present, for any reasons, at the collecting point indicated or agreed with us by written communication, for the *tour* at the *beginning of the tour* date, no refund can be claimed. Any unexpected alterations to your travel plan shall be immediately communicated to us. We could provide, if reasonably practicable, but we are not obliged to do so, the assistance to collect you at different time or date, in that case you must pay the cost associated.

For daily *tours* if you want to cancel one or more passengers on the booking you will be reimbursed only if the cancellation is notified before 7 days from the *beginning of the tour*.

11. Modifications or cancellation of the tour made by us

We plan the arrangements for your *tour* many months in advance and may occasionally have to cancel your *tour* or make changes, most of which are minor alterations. A minor alteration is any alteration apart from a significant alteration. We reserve the right to cancel your booking or change any of the facilities, services, cars or *prices* described in our brochures, our website and other publications both before and after bookings have been confirmed. We will endeavour to advise you of any changes known at the time of booking and in any case before the *beginning of the tour*.

For minor alterations, if reasonably practicable we could, but we are not obliged to do so, pay you compensation or allow you to cancel or transfer to another *tour* without paying our normal charges if you are unwilling to accept such alterations. Carriers shown in the brochure are for guidance only and are subject to change.

Operation of some *tours* are dependent on a minimum number of persons booking the *tour*. If that number is not achieved, we reserve the right to apply surcharges to avoid the cancellation of the *tour*. If you are unwilling to accept the surcharges, we could propose an alternative solution in terms of dates, destination and *tour* typology. If also in this case you are unwilling to accept, we reserve the right to cancel the *tour*.

We endeavour to not cancel your booking less than 30 days before the *beginning of the tour* date except for reasons regarding the minimum number of people not achieved for a *tour*, for *force majeure*, as defined below, failure on your part to pay the deposit and/or final balance, or any other reason beyond our control.

A significant change is a change made before *beginning of the tour* which, depending on the nature of the *tour*, we can reasonably expect to have a major effect on your holiday.

Significant changes are likely to include:

- rescheduling of more than 30% of a published itinerary
- change of accommodation to that of a lower official category
- a change of accommodation area
- significant change of destination

We may cancel the *tour* or any part of it:

- for safety reasons if we or our *suppliers* regard adverse weather conditions or other safety concerns as unacceptable and which cannot reasonably be overcome
- If we reasonably believe that you may cause harm or damage to our reputation or to the reputation of our *suppliers* or to property belonging to our *suppliers*
- If a *supplier* or *suppliers* are unable to provide the service for any reason
- If changes you wish to make to the booking mean it is uneconomical or impractical to operate the *tour*.
- for any other relevant reasons

If we have to make a significant change or cancel before the *beginning of the tour*, we will inform you as soon as reasonably possible. Depending on when the significant change will be made, we could offer you the choice of one or more of the following options:

- Accepting the changed arrangements
- Purchasing an alternative *tour* from us, of a similar standard to that originally booked if available. We will endeavour to offer you an alternative of equivalent or higher standard for which you will not be asked to pay any more than the *price* of the original *tour*. If this *tour* is in fact of a lower *price* than the original one, we will refund the *price* difference.

Choosing any of our other than available *tours* you must pay the applicable *price* of any such *tour*. This will mean you pay more if it is more expensive or receive a refund if it is lower priced.

Cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us other than any previously incurred amendment or travel charges.

When you have been advised of an alteration prior to *Beginning of the tour* and elect to continue with the trip, this will be deemed to be acceptance of the change(s) and, apart from any compensation offered prior to *beginning of the tour*, no further compensation will be paid.

If we have to make a significant change or cancel after *beginning of the tour*, we could, where appropriate, pay you reasonable compensation, depending on the nature and extent of the significant change and the circumstances. We will, wherever possible, make suitable alternative arrangements. If

we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

We reserve the right to change any aspect of any itinerary prior to or after *beginning of the tour* in the interests of clients' safety, wellbeing, comfort or the successful operation of the *tour* in altered circumstances, or in the light of UK Foreign Office or/and US State Department advice. Payment of compensation, if appropriate, will be limited to any overall cost saving to us, generated by necessary changes made in the interests of clients.

We cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected by *force majeure* or you otherwise suffer any damage, loss or expense of any nature as a result of *force majeure*.

No compensation will be payable and the above options will not be available if we cancel your booking as a result of your failure to comply with any requirement of these terms and conditions entitling us to cancel, such as paying on time.

12. Our Liability, Conditions of Carriage and Limitations

Our commitment, and those of our *suppliers* providing any service or facility included in your *tour* package, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of safety, hygiene and quality vary throughout the transport and destinations that your *tour* may involve. Sometimes these standards will be lower than those which would be expected in the UK. The *suppliers* of the services and facilities included in your *tour* should comply with local standards where they are provided.

If you gave rise to the claim or complaint one or more particular services which complied with local laws and regulations applicable to those services at the time, 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 regulations of the UK which would have applied had those services been provided in the UK.

Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation and of the *suppliers* that provides the services. These terms are incorporated into this contract and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. 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*).

We shall have no liability where the cause of the failure to provide, or failure in, your *tour* or any death, personal injury, illness, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever you may suffer is not due to any fault on our part or that of our agents or *suppliers*, because it is either attributable to you, or attributable to someone unconnected with your *tour* and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and *suppliers* and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to *force majeure*, unusual or 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 neither we, nor our agents or *suppliers* could have foreseen or forestalled, or related to any consequential loss not directly connected to the contract with us.

If any international convention applies to, or governs, any of the services or facilities included in your *tour* arranged or provided by us, or provided by any of our *suppliers*, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount, if any, of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned; in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded. International Conventions which may apply include, without limitation in respect of carriage

by road, the Geneva Convention 1973 and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your *tour* package.

If you purchase any optional activities, services or facilities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in hotel your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your *tour* from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall, where appropriate and subject to our absolute discretion, try to help if we can.

You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount, we will have to pay you is twice the *price*, excluding insurance premiums and amendment charges, paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where you have not received any benefit from your holiday.

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 rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. 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 or hotelier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example the Convention on International Travel by Rail). Where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or 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 are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question.

Additionally, we cannot accept liability for any business losses.

13. Complaints

If you have a complaint about your *tour* whilst away, you must immediately notify us if further action is required by us. Any verbal complaint should be put in writing as soon as possible if not resolved straight away. If you are not happy with the action taken in response please follow this up within 30 days of your return from *tour* by contacting us, giving your booking reference and all relevant information. We will acknowledge your written notification and aim to provide a full response. Failure to notify our representative or us direct at the time so as to provide us with an opportunity to rectify the cause of the complaint may result in your loss of any legal rights in respect of the particular matter. We both agree that English law (and no other) will apply to our contract and to any dispute, claim or other matter of any description which arises between us (except as set out below).

14. Suppliers' Conditions

Suppliers such as accommodation and transport providers have their own booking conditions or conditions of carriage and you will be bound by these so far as the relevant *supplier* is concerned. Some of these conditions may limit or exclude liability on the part of the relevant *supplier* sometimes in accordance with international convention. Where relevant, copies of such conditions may be available for inspection at the offices of the relevant *supplier*.

15. Behaviour

On *tours* and excursions provided by us, it is necessary that you abide by the authority of the leader, who represents the Company. If you commit any illegal act when on the holiday or if in our reasonable

opinion or the reasonable opinion of the Company representative or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause danger, damage, distress or upset, disturbance or annoyance to others or others property, or puts any other traveller or our staff or agents in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part.

No refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses, including legal expenses, incurred as a result of your behaviour including but not limited to:

- repairing or replacing property lost, damaged or destroyed by you
- compensating any passenger, crew, staff or agent affected by your actions
- criminal proceedings may also be instigated

The accommodation we arrange for you must only be used by those people named on your Booking Confirmation or Departure Documents. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally. You should ensure you have appropriate travel insurance to protect you if this situation arises.

If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate your *tour*. In this situation, you will be required to leave the accommodation or other service. We will have no further responsibility toward you including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

We expressly reserve the right to prevent you from participating in the excursions we provide, whether pre-booked or purchased in resort, if in the reasonable opinion of our staff or those of the excursion provider, you are either unsuited to undertake the excursion, or if you appear to be under the influence of drugs or alcohol. For the purpose of this section, reference to "you" or "your" includes any person in your party.

When a device or equipment will be provided by us to you as part of a *tour* you must:

- Ensure that you use them in a proper and correct way
- Ensure that you comply with the guidelines provided by us
- Do not commit criminal or illegal acts

Accepting these terms and conditions, you accept responsibility for any damage or loss caused by you or member of your party.

You shall at all times:

- behave in a safe, responsible and courteous manner
- comply with all instructions, guidelines, regulations and codes of practice issued by us or our *suppliers*
- ensure that you comply with all age restrictions imposed by our *suppliers*
- ensure that you comply with all arrival times, and dress appropriately for the *tour*.

If you breach these obligations we may cancel or curtail the *tour* or any part of it and in those circumstances, you shall not be entitled to any refund. You shall take out insurance suitable for your needs, including delays for events involving travel by land, sea, or air, before the *tour*.

We are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We cannot accept liability for any delay which is due to *force majeure*, which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time. In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

16. Visa, Health, Passport, Travel Documentation

It is your responsibility to ensure that you have the correct passport, visas and required vaccination certificates, if any, to gain access to any country/region included in the travel arrangements which you purchase from us. EU citizens should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7.1 and the website www.dh.gov.uk). Health requirements and recommendations may change and you must check the up to date position in good time before departure.

If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. *Reference name* is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before *beginning of the tour* and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner. When assessing whether holidays will operate, we use information from our local offices in conjunction with advice from the British Foreign Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit the Travel Aware page and the government websites at www.gov.uk/travelaware and www.gov.uk/foreign-travel-advice for your destination country.

Please note that adequate travel insurance for all persons travelling, including medical, personal accident and repatriation in the event of illness, baggage, money and liability cover as well as loss of monies paid in the event of cancellation, is a condition of booking. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

17. Special Requests

We will consider special requests such as vegetarian meals, high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements.

18. Participation Requirements

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen *tour* as described in this brochure. Bookings are accepted on the understanding that all persons travelling are normally in good health and physically equal to the minimum demands of the chosen *tour*. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must proactively declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the *tour*. You must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the *tour* in which case all monies paid will be forfeit. We can

assist you in considering the suitability of the arrangements and/or making the booking and we will endeavour to pass any reasonable requests on to the relevant *supplier*, however we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part.

We reserve the right to ask to accompany the booking by a doctor's certificate stating that it is entirely safe for you to go on the particular *tour* you have chosen. We reserve the right to decline to accept any persons not equal to the minimum demands of a *tour* where their continued participation adversely affects the enjoyment of other clients on the holiday. In such a situation we will have no further responsibility toward you including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

Usually the minimum age to participate to a *tour* is 3 years old, however depending on the *tour* the minimum age to participate could vary. In any case unaccompanied passengers under the age of 18 years are not accepted. The *price* could vary according, to the *tour* type, for participants under 18 years. We endeavour to accommodate all the requests however, if not specified, we reserve the right to not accept the bookings including persons under the age of 14 years.

Credit cards are required in many hotels and for all vehicle hire for all destinations. You must ensure you have a card and the relevant credit available.

19. Accommodation

The cost of each *tour* is based upon accommodation in twin-bedded or double rooms. A supplement will be charged for those booking a single room and will be notified at the moment of booking, as the supplement may vary according to the type of *tour*. Clients should generally expect the single room to be smaller and not located in the best part of the hotel. Double rooms for single occupancy, booked on payment of a nominal fee, may sometimes be smaller than double rooms normally allocated to two people. All room types are subject to availability. The nature of accommodation on each *tour* is described in individual itineraries. Reservations are accepted on the understanding that, whilst each hotel is usually one of the most characteristic and comfortable available, you are fully aware that limitations imposed by some itineraries make it inevitable that the character, and sometimes the standard, of accommodation may vary from place to place, and in some areas, hotels may be of a generally lower standard in relation to their 'star ratings'. The photographs do not necessarily depict the room type that will be allocated to you, which may vary in size, décor and style from that shown.

When a room is described as having a panoramic view, this means that such a view may be obtained from it. It does not imply that the room faces the panorama and frequently only a side panoramic view may be obtained from the window or balcony. Where panoramic views are described as 'front' panoramic view this means the view from the bedroom window faces the panorama. Where rooms have a panoramic view for which no supplement is charged, the nature of the views may vary from room to room. This applies to all the panoramic specific views, for example 'lake view', 'mountain view', 'sea view' or 'city view'

Despite the supplement payable for single accommodation, it should be noted that the size, standard and location of such rooms are sometimes inferior to those of other types of rooms, and may not have all the amenities we have described as being available in a twin room.

In Italy it is normal practice to link two single beds together to use as a double bed.

20. Safety

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those 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.

Children and non-swimmers must always be supervised by an adult and no one should swim shortly after taking food or drink. Pools in hotels are usually smaller than those at beach hotels making diving more hazardous. Most hotels and apartments do not employ life guards so please supervise any young members of your party, check where the deep and shallow ends are before use and follow the pool rules. Do not run around them, children must be supervised by an adult at all times, do not swim

immediately after a meal and never swim when you've been drinking alcohol. When jumping or diving into the pool, check the water depth first and never dive into water less than 1.5 m deep, do not jump or dive from any raised features or from poolside furniture; do not use the pool after dark or when closed, even if it has underwater lights. In the event of an emergency, know how and where to get help.

Some of the *tour* will include excursions, trekking and walking in a mountain environment. You must take particular care in these situations to avoid damage to you and the other persons of the *tour*. You must attain to the indications provided by us and follow the instructions of the guide that are accompanying you during the excursion.

Balcony safety is an issue for adults as well as children. We would urge you to take extra care when enjoying the views and particular care in supervising children that children never be left unsupervised on balconies. Do not climb or stand on balcony furniture, keep all furniture away from the balcony wall or railings. Never sit or lean over the balcony rail. Do not try to pass items to someone on another balcony. Do not attempt to climb from one balcony to another. Never stand on balcony furniture.

Take care in bathrooms as condensation and water spray can make surfaces slippery and a bath or floor mat may not be provided. Do not use mains electrical appliances near to water.

Always check that gas appliances are turned off when not in use, never use gas cookers as a form of room heating and always follow the operating instructions provided. Indications of a faulty appliance include black marks and stains, lazy orange flames instead of crisp blue ones and excessive condensation in the room. If you have concerns speak to reception. Carbon monoxide detectors are extremely rare overseas, familiarise yourself with how the appliances work. If you're unsure please; ask for assistance.

If you smell gas:

- extinguish all naked flames and don't use matches or lighters.
- Don't switch lights or any other electrical appliance on or off.
- If possible, isolate the gas supply (i.e. turn off the supply using the tap on the bottle).
- Open all doors and windows.
- Inform reception.
- Leave the building and allow time for the gas to disperse.

Never attempt to locate a gas leak yourself or tamper with the gas supply. If you spot any defects or hazards in your holiday property, ensure that you bring them to your representative's attention.

Be aware that glass doors and windows aren't always toughened glass; take extra care in bright sunlight as it may not be obvious whether the window/door is open or closed.

Children shouldn't use any lifts unaccompanied; not all lifts have internal doors; when using this type stand well back from the exposed wall as there's no protection from the lift shaft when the car moves.

On arrival at your accommodation check all escape routes and locate the nearest fire exit to your accommodation; walk the nearest escape route for your accommodation, read the fire instruction notice displayed, identify the method of raising the alarm; ensure that all smoking materials are safely extinguished and don't smoke in bed. If a fire occurs evacuate your accommodation immediately. Do not stop to collect personal belongings; close the door behind you; raise the alarm, go to an assembly point clear of the building where applicable, if you can't leave your room, close all doors, put wet towels or clothes round the door seals and shout for help from the window or call for help. If there's a fire use the staircase not the lift.

Look both ways before crossing the road; be aware that in some countries traffic isn't required to stop at pedestrian crossings.

Check the vehicle is roadworthy and familiarise yourself with all controls before use as they may differ to cars in the UK and Ireland, always wear a seat belt. Familiarise yourself with the local traffic laws, pay particular attention at junctions and roundabouts, always carry emergency/breakdown telephone numbers, never drink and drive.

21. Equipment/devices provided by us to you

Equipment, devices and paper material could be provided by us as part of certain *tours* and delivered to you at the *beginning of the tour*. These items are likely to include paper guides, mobile phones, iPad and maps. The assignment of such items shall be considered temporary and you must return them, at the end of the *tour*, in the same good conditions they were at the time we delivered to you. We reserve the right to charge you the cost of the equipment up to the actual *price* available on the market in the case you return them in bad conditions, malfunctioning or damaged. The usage of these devices shall be made in a safe and responsible way. We will provide you guidelines on a proper and correct usage of such devices before the *beginning of the tour*.

We will not accept in any case liabilities for any death, personal injury, illness, loss, damage, expense, cost or other sum or claim of any description whatsoever you or other persons may suffer as a result of a bad or not proper behaviour in the usage of any of the item provided by us to you.

22. Meals

Breakfast is included with accommodation bookings unless otherwise stated. The type of breakfast you will receive will be confirmed upon arrival at your accommodation, this may be hot or cold regardless of your quotation, we accept no liability for meals not provided or delays in providing the meals for you. You will not automatically be sent any menus and menus may be of limited choice from a set menu for groups. We will endeavour to meet any specialist dietary requests for any member of your group, but cannot guarantee these requests. We accept no liability if our *suppliers* are unable to meet these requests in advance, or once at the venue. If your group arrives late then we accept no liability.

Food intolerances and allergies must be communicated as well as any other specific requirement. We cannot accept liability for any death, personal injury, illness caused by *suppliers* which did not comply with your requirements.

23. Contracts (Rights of Third Parties) Act 1999

No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.

24. Jurisdiction

This agreement shall be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between you and us or our *suppliers*.

If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your *tour* in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

25. Changes to these Terms and Conditions

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third-party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward you a copy of these changes and all reservations will abide by the amended terms, with the exception of reservations already made.

26. Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.fco.gov.uk which you are recommended to consult before booking and in good time before departure.

27. Car Hire Terms & Conditions

Some of the *tours* will include a rented car which will be delivered at a certain place and a certain time communicated by us before the *beginning of the tour*. The Car(s) must be returned to the place and the time specified by us or by the car rental company, otherwise parking charges will be charged to *you*. A *valid credit card* is required to grant the rent.

If *you* return the Car(s) more than 60 minutes over the communicated time for returning the car *you* will be charged of one additional rental day at local rates. Drivers must be minimum age of 21 years and have held a valid licence for at least one year. You will need your national licence and passport for identification purposes when taking possession of the car. An international driving licence, if required by the national road laws, will be required. The Car Hire *Supplier* will not accept in any case liabilities for fines charged to you as a result of non-fulfilment with the Italian road regulations.

Mileage is unlimited. The car must be returned with the tank full of fuel as delivered by the Car Hire *supplier*.

Qu tours does not own or operate any car hire arrangements and is not a *supplier* of car hire services. Your contract for car hire ("Car Hire Conditions") will be between you and the Car Hire *Supplier* with Qu *tours* being the contract holder. In the event of fines, damages, loss of keys / documents, stealth, fire and administrative expenses, you will be liable to refund us for any sustained expenses. The relevant Car Hire Conditions will be provided to you as part of your booking. When making a booking of *tour(s)* which includes a car rent, you are bound by and deemed to have accepted the Car Hire Conditions of the relevant Car Hire *Supplier*. We make no warranty or representation in relation to any Car Hire *Supplier* and/or any Car Hire offered or provided by any Car Hire *Supplier*. The Car Hire *Supplier* is solely responsible for providing you with Car Hire booked through Qu *tours*.

A compact car is included in the *price* of your holiday. It is your responsibility to ensure that this vehicle will be large enough to transport the travelling party together with their luggage. If you need a larger vehicle, you will have the option to upgrade the vehicle at the time of booking at extra cost. The exact make and model of car is not guaranteed but if it is not available, an equivalent will be provided, subject to availability.

28. Transfers and Distances

Any given distances and transfer times are approximate and are based on normal weather and traffic conditions and an average state of health/agility.

Transfers can be arranged on request and are not included unless specifically stated on your confirmation invoice. They will not be private transfers unless it is stated on your invoice. Private transfer means sole use of the vehicle, which may be a car or minivan

29. Porterage

It is not always possible for a coach or minibus to pick up/drop off guests at the door of the hotel. Where there are traffic restrictions or the road is too steep or narrow our resort staff will arrange the most convenient setting down point.