

# **Terms & Conditions**

Please take the time to read and understand the conditions of booking set out below prior to booking a trip with TruTravels. We also recommend that you read the relevant information for your chosen trip on the website prior to booking, to ensure that you understand the itinerary and style of the trip you are undertaking.

#### TRUTRAVELS BOOKING CONDITIONS

These Booking Conditions, together with our privacy policy and where your trip is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with TruTravels Ltd, a company registered in England, with company number: 08094426 and registered office address of 6 Fife Road, Kingston Upon Thames, United Kingdom, KT1 1SZ ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.
- e. He/she acknowledges that by booking a tour, he/she consents that any images or video footage taken during your tour and shared by your group leader, other members of your group or any media you have shared (via, but not limited to,



TruTravellers group, social media etc.) can be used for marketing purposes. You consent to TruTravels having permission to publish these photos and videos and details (including your first name, location and date) for marketing purposes including, but not limited to, on our website, social media, email marketing and any other marketing channel.

## 1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a non-refundable deposit of 20% of the travel price but minimum GBP 200, EUR 240 AUD 360, CAD 360, NZD 400 or USD 280 per person, as applicable, (or full payment if you are booking within 60 days of the tour start date) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. Upon receipt, if you believe that any details on the booking confirmation or any other document is wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

### 2. Accuracy

We endeavour to ensure that all the information and prices on our website are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

#### 3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. On the first day of each trip, one of our representatives will verify that you have sufficient insurance in place. If you are undertaking any adventure sports or other such activities as part of your tour, you must ensure this is covered by your travel insurance policy. If you choose to travel



without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## 4. Pricing

We reserve the right to amend the price of unsold trips at any time and correct errors in the prices of confirmed trips. We also reserve the right to increase the price of confirmed trips solely to allow for increases which are a direct consequence of changes in:

- (i) The price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) The level of taxes or fees chargeable for services applicable to the trip imposed by third parties not directly involved in the performance of the trip, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
  - (iii) The exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed trip (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another trip if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your trip go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £50. However, please note that travel arrangements are not always purchased in local currency and some



apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed trip within 20 days of your departure nor will refunds be paid during this period.

## 5. Jurisdiction and Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## 6. Cutting your trip short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your trip and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your trip not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## 7. If You Change Your Booking & Transfers of Bookings

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will



treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 8.

## Date Change / Transfer of Booking:

If you or any member of your party is prevented from traveling, that person(s) may transfer their place to someone else, subject to the following conditions:

- A. That person is introduced by you and satisfies all the conditions applicable to the trip;
  - B. We are notified not less than 60 days before departure;
- C. You pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- D. The transferee agrees to these booking conditions and all other terms of the contract between us.
- E. Bookings can be transferred to other destinations / products if upgrading your package, however any difference in balance will need to be paid. Downgrading Your package is not possible.
- F. All travellers are entitled to one free date change of their trip outside of 60 days before departure. Any subsequent date changes after this will be charged an administration fee of £50 per person.
- G. Any date changes made within 30-60 days of departure will be charged at a minimum administration fee of £50 per person.
- H. Date changes within 30 days of travel need to be requested with our sales team and cannot be guaranteed. Charges for these changes will start at a minimum of £50 per person but could rise to the full cost of the tour.

If your original booking has a discount on file we cannot guarantee this discount will be carried over to a new departure should you choose to change your departure date.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not traveling or for unused services.



Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## 8. If You Cancel Your Booking Before Departure

60 days or less

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

| Period before departure in which you notify us | <b>Cancellation Charge</b> |
|--|----------------------------|
| More than 60 days                              | Loss of deposit            |
|  |                            |

Multi country bookings may be subject to separate cancellation terms. Please see Section 25 for further details.

100% of trip cost

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

Once you have put down a deposit for a tour, you are unable to cancel and re book within a promotional period and we reserve the right to amend the pricing on any new booking you make within that time. If you cancel a tour and book the same tour under a promotional code, we reserve the right to decline the booking.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.



## Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed trip before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your trip destination or its immediate vicinity and significantly affecting the performance of the trip or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause 8 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

### 9. If We Change or Cancel

As we plan your trip arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your trip, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, or changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:



- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of the overall length of your arrangements by more than 12 hours.
- (d) A significant change to your itinerary, missing out one or more destination entirely.

<u>Cancellation:</u> We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

(for significant changes) accepting the changed arrangements; or

having a refund of all monies paid; or

accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or

if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

<u>Insurance</u> If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.



## <u>Compensation</u>

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;

If we cancel your booking and no alternative arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

| Period before departure in which we notify | Amount you will receive from us per person* |
|--|---|
| you  |   |
| More than 30 days                          | £0.00                                       |
| 30 – 15 days                               | £20.00                                      |
| 14 days or less                            | £40.00                                      |

<sup>\*</sup>IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 30 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 10).



If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 10. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## 11. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a



special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

#### 12. Disabilities and Medical Problems

We are not a specialist disabled trip company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

### 13. Complaints

We make every effort to ensure that your trip arrangements run smoothly but if you do have a problem during your trip, please inform the Group Leader immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact info@trutravels.com.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 28 days of the end of your trip, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 24 for further details. You can also access the European Commission Online Dispute Resolution (ODR) platform at http://ec.europa.eu/consumers/odr/.



#### 14. Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any Group Leader or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave the tour or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

### 15. Acknowledgment of Risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk over and above that associated with a conventional trip. You will be visiting places where the political, cultural and geographical attributes may present dangers and physical challenges greater than those present in our normal daily lives. We use all available information in assessing whether the itinerary should operate and group leaders will always be with you during group activities to advise on best practice with regards to safety, however there may still be inherent risks due to the nature of the activity and you need to take all reasonable precautions at all times.

You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks attendant upon such travel. You will also need to sign a Participation Form on starting the tour.



Note: No alcoholic drinks are included in the price of the tour and we will not be held liable for any incidents that occur to you under the influence. If you chose to drink alcohol at any time during the tour then you accept all responsibility for your own safety and that of your belongings.

## 16. Our Responsibilities

We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your trip. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

the acts and/or omissions of the person affected; or

the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or

Force Majeure (as defined in clause 10).

We limit the amount of compensation we may have to pay you if we are found liable under this clause:



loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

## Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:



which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or relate to any business.

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your trip. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

### 17. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on trip are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## 18. Insolvency Protection

We provide full financial protection for our package holidays by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.com. 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.

## 19. Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit https://www.gov.uk/browse/citizenship/passports.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit https://www.gov.uk/travelaware

**Non British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

### 20. Conditions of Suppliers

Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.



## 21. Prompt Assistance

If, whilst you are on trip, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## 22. Flights

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact the airline or other transport supplier concerned directly and immediately. As we do not offer flights or other transport as part of our package, we have no liability whatsoever to you in respect of any such delays or cancellations. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them.

### 23. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See clause 10).



#### 24. ABTA

We are a Member of ABTA, membership number Y6506. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

## 25. Multi Country Trip terms and conditions

The following terms and conditions will only apply if you are booking or traveling on a Multi Country Trip.

Booking a Multi Country Trip

If you book 2 or more single trips your booking is eligible to be considered a Multi Country Trip. In order to secure your Multi Country Trip you must pay us a non-refundable for each trip included in the Multi Country Trip. Full payment for each trip included in your Multi Country Trip must be made at least 60 days before the departure date of the first trip included in the Multi Country Trip. All trips on your Multi Country Trip need to be completed within 12 months of your first tour start date. Bookings of open dated trips included in a Multi Country Trip must be completed over the phone with our bookings team at +44 203 542 2463 or via email at: bookings@trutravels.com. Booking of any particular trip within your Multi Country Trip is subject to availability. A minimum of 7 days' notice must be provided to our bookings team prior to commencement of such trip.

If booking a multi country combo trip for example Total Asia, Discover Asia or Cambodia Vietnam Explorer full balance will due at 90 days prior to the first day of tour.

Cancellations – Whole Multi Country Trip

If you cancel all trips included in your Multi Country Trip more than 60 days prior to the departure of the first trip included in your Multi Country Trip, you will receive a full refund less the non-refundable deposit.

If you cancel all trips included in your Multi Country Trip less than 60 days prior to the departure of the first trip included in your Multi Country Trip, no refund will be paid.



If you fail to make contact and have not arrived by the agreed start date of your first tour, we are entitled to treat your Multi Country Trip as having been cancelled.

Bookings cancelled and rebooked in a promotional period with a discount will be void of any savings and original price will be charged.

## Cancellations – Individual Bookings on a Multi Country Trip

If you cancel any one trip included your Multi Country Trip more than 60 days prior to the departure of the first rip included in your Multi Country Trip, you will receive a full refund for the cancelled trip less the non-refundable deposit.

If you cancel any one trip included in your Multi Country Trip less than 60 days prior to the departure of the first trip included in your Multi Country Trip, no refund will be paid for the cancelled trip.

If, following the cancellation of one or more trips included in your Multi Country Trip, you only have one booked trip remaining on a Multi Country Trip, the Multi Country Trip discount may be revoked.

## Changes in your Multi Country Trip Booking

No name changes are for any trip included in a Multi Country Trip once the first trip included in the Multi Country Trip has commenced.

You are allowed one free date change on each of your trips more than 30 days before the start date. Any subsequent date changes more than 60 days prior to departure will be subject to availability, payment of an administration fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 8. Any dates changes made within 60 days of departure will be subject to availability, payment of an administration fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.



# 26. Email Marketing and Customer Data Management

If you book a TruTravels tour online or through our sales team, your email address will automatically be opted in to our mailing list. You have the right to access your personal data and unsubscribe at any time.

