

## **TERMS & CONDITION**

### **Prices do not include:**

- Tips of any nature
- Portage unless mentioned on offer sheet
- Any Supplements for un-social hours
- Insurance or Medical Cover for any passenger
- Flights of any nature (unless specified on offer itinerary)

### **Offer Terms & Conditions**

- In the event of any currency fluctuations of more than 1%, or amendments in any local and/or Government taxes, GLOBAL HOLIDAYS reserve the right to amend prices accordingly. The exchange rates used on this offer are as per the above Offer Date.
- The rates in this offer are only valid for a maximum of 14 days from the Offer Date.
- Rates are valid for leisure travel only unless otherwise agreed by GLOBAL HOLIDAYS. Business, incentive or other non-leisure travel could incur supplementary charges.
- All offered accommodation is subject to availability at the time of reservations.
- In the event of a trade fair, congress or public event coinciding with the dates of travel we reserve the right to accommodate the group away from the affected area/s and advise a supplement.
- Our rates are inclusive of all services & accommodation shown on the following attached pages. Additional items may carry supplementary charges.
- Some cities apply local hotel taxes which are charged at various levels. These are not included in our quote and must be paid by the passengers directly at the hotel.
- Not all accommodation has air conditioning.
- All timings are subject to local road and traffic conditions.
- Breakfasts taken before 07:00 hours may incur supplementary charges and a Boxed Breakfast will be provided. No reduction will be applied if a breakfast is not taken.
- Tour hours must not contravene any legally permitted maximum hours.

## RESERVATIONS AND PAYMENTS

- All tours must be prepaid. You are required to pay a non-refundable deposit of 40 percent of the Tour cost on confirmation. The deposit will be calculated on the basis of the number rooms & room types held by the operator on your behalf. Balance must be paid 45 days prior to departure.
- Once the deposit is received, we will commence reservations of hotels & services. We will provide in writing confirmations of hotels & services as & when they become available.
- We shall then forward you a payment schedule with our invoice.
- If the payments are not received within this deadline from you, we reserve the right to dispose of all bookings made on behalf of you. We also reserve the right to impose cancellation charges should payments not be received with the specified times above.
- Payments must be made in the currency quoted in. If you want to make the payments in any other currency, we reserve the rights to determine the conversion of the same
- It is your responsibility to carefully check the confirmation invoice and any other documents and let Global Holidays know immediately in the event of any error or inaccuracy as it may not be possible to make changes later

## IF YOU CANCEL YOUR HOLIDAY/BOOKING

If you wish to cancel your holiday, you should notify us in writing. If you cancel the holiday, you will incur a cancellation fee. Global Holidays shall remain within its rights to forfeit the non-refundable deposit amount paid to confirm the booking to recover the scale of cancellation charges set by our suppliers. Cancellation charges will also apply on medical grounds.

| Notice given for Cancellation Coach Travel |                            |
|--|----------------------------|
| 120 Days or more prior to departure        | 40% of total holiday cost  |
| Between 90 – 119 Days prior to departure   | 60% of total holiday cost  |
| Between 60 – 89 Days prior to departure    | 75% of total holiday cost  |
| Between 45 – 59 days prior to departure    | 100% of total holiday cost |

- The cancellation charges shown represent a percentage of the total holiday price, excluding insurance premium or any additional charges (e.g. visa, flight, courier, postal or any other services).
- **If we have had to pay hotels or service providers any non-refundable deposits on your behalf these will not be refunded.**
- **Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges through your insurers.**
- **Illness or absenteeism:** In the event of your withdrawal from a tour after commencement for reasons of illness, tour participants must obtain a medical certificate in support of any insurance claim. We regret that no refunds can be made for absences from a tour, including but not limited to, missed meals or sightseeing.

## OUR RESPONSIBILITY TO YOU

- The Operator's shall be responsible to you for supplying the services and accommodations described in the itinerary, except where such services cannot be supplied, or the itinerary used is changed due to delays or other causes of whatever kind or nature beyond the control of the Operator. In such circumstances, the Operator will do their best to supply comparable services, accommodations and itineraries and there shall be no refund in this connection.
- This itinerary represents the entire agreement between you and the above-mentioned Operator. In the absence of their own negligence neither the Operators nor their cooperating organizations shall be responsible for any cancellations, delays, diversions or substitution of equipment or any act or omission whatsoever by hotels, transportation companies or any other persons providing any of the services and accommodation to passengers including any results thereof, such as changes in services or accommodations necessitated by the same. Nor shall they be liable for injury, illness or death, or for any damages or claims whatsoever arising from loss, negligence or delay from the act, error or negligence of any person not their direct employee or under their exclusive control. All baggage and personal belongings are at all times at the passenger's own risk. Baggage insurance is recommended. The carriers, hotels and other suppliers who provide services on tour are independent contractors; they are not agents, employees or servants of the Operators or their associated companies. The Operators are not responsible for any criminal conduct by third parties.
- Where the passenger occupies a motor coach seat fitted with a safety belt, neither the Operator or co-operating organizations will be liable for any injury, illness or death or for any damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such accident or incident.
- Transportation companies, Trains, Ferries are not to be held responsible for any act, omission or event during the time passengers are not on-board transportation or conveyances.
- We accept responsibility for the actions of both our suppliers and our employees where they are providing any part of the holiday on our behalf. Our liability to you for their acts and omissions is limited by our terms & conditions. Our liability to you for your holiday and any loss, damage or injury that you may suffer in relation to, or as a result of it (whether caused by us or by our employees or suppliers acting on our behalf) shall be limited as follows:
  - a) Where such acts or omissions (including negligence) cause you any loss or damage other than death or personal injury, our liability shall not be more than twice the price of your holiday;
  - b) We shall not be liable in circumstances that we, our suppliers and employees could not, even with all due care, foresee or avoid or for unusual or unforeseeable circumstances beyond our control, consequences of which we could not have avoided even if all due care had been exercised;
  - c) If you travel on a ship, train or aircraft as part of your holiday with us, the carrier's conditions of carriage (copies of which are available from us on request) will apply. The carrier's liability to you may be significantly limited by its conditions of carriage and by international conventions; our liability to you will also be limited to the amount that you could claim from the aircraft, train or ship operator in accordance with any applicable international conventions.

- d) In the event of a breakdown of a coach on a touring holiday, our liability will be limited; if, for any reason we cannot provide a replacement coach and that you miss out on a significant attraction we will reimburse the amount which we have paid to the supplier, though we will endeavor to replace the coach at the earliest. However sometimes delays will occur due to many reasons beyond our control. In this event we are also entitled to use a replacement coach that we deem fit to conclude the rest of the journey. The replacement coach may or may not have the same amenities as the original coach.
- All matters arising are subject to United States law.
  - Global Holidays shall under no circumstances be liable to the passenger for loss of passports/travel documents prior/during the tour. As well as Personal injury, delay, sickness, accident, death, consequential loss and/or damage on account of theft or injury. Temporary or permanent loss/damage to baggage/person. Damage or loss caused due to reasons beyond the control of Global Holidays (including Force Majeure).
  - Global Holidays will endeavor to ensure that all elements of the itinerary advertised are fulfilled by our supplier however as we act as an intermediary for the third party supplier concerned we will not be liable in relation to the arrangement provided by that third party supplier/s or for the acts or omissions of the third party concerned.

#### **Passport & Visa**

Global Holidays will not be responsible for passengers Passport and Visa's it is the responsibility of the passenger to ensure he or she has a valid passport and VISA for travel to the country in which the holiday is booked.

#### **OUR RIGHT OF REFUSAL**

We have the right to refuse to accept a booking or terminate your holiday in the following circumstances:

- (a) If payments are not received as per the schedule.
- (b) If you fail to advise us in writing at, of any relevant medical condition or disability from which you suffer and for which you seek special assistance or attention from us or our suppliers.
- (c) If, during the course of the holiday, we reasonably consider that you are unable to cope with the demands of the holiday.
- (d) If you act unreasonably and that your actions or behavior are likely to cause distress, danger or annoyance to other customers.

You will not be entitled to any refund and we will not be liable to pay any compensation to you as a result of terminating your holiday/ booking.

**Damage or Loss of Property**

- You will be responsible for making full payment for any damage or loss caused by you during your tour. Payment must be made directly to the service provider concerned. In failing to do so, you will be liable for any claims or legal actions against us (together with any third party legal costs) resulting from your actions.
- Global Holidays will take no responsibility for retrieving any items of lost property due to safety and legal reasons. Global Holidays will take no responsibility in reclaiming any belongings from third-party suppliers. It is the clients' responsibility to contact the service provider directly and arrange for payment and shipping independently. If items are returned to Global Holidays, we will not be responsible for any damage sustained during transit. Any belongings misplaced by passengers and subsequently given to Global Holidays will be held for a maximum of seven days. Belongings which are not claimed within seven days will be disposed of or donated to a charity.

**Travel Documents**

- Travel documents will be sent to you approximately 14 days prior to departure (providing full payment has been received). If you're leaving home earlier, please let us know in advance and we shall endeavor to send them to you earlier.

**Other Conditions**

- It is your responsibility to comply with the terms, conditions or requirements of any service provider, or any country or governmental authorities, or to bear any costs or losses incurred as a consequence of you not complying with them.
- By signing this agreement, you confirm agreement to the above terms and conditions and also confirm that you have the authority to enter into this contract on behalf of yourself, your company or your organization. Any variation to the terms and conditions set forth in this proposal must be made in writing by an authorized officer of the company.