

Battleground Tours Ltd: terms and conditions

The following booking conditions, together with the information set out on the relevant Tour page of the Battleground Tours Ltd website will form the contract between you and us for your holiday with us.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

We are Battleground Tours Ltd of 174 High Street West, Glossop, Derbyshire, SK13 8ER.

1 In this agreement:

“Meeting Point”	means the place specified by us in the Tour Pack as the place we will meet and start your holiday.
“Start Date”	means the date on which we meet to start your holiday.
“Tour”	means a holiday organised by Battleground Tours Ltd.
“Tour Pack”	means whatever documents we send to you in hard or soft copy to provide information about your Tour.

2 What is in the holiday

2.1 The following items are included:

- 2.1.1 travel from the Meeting Point to your return to the departure point (which is likely to be the same place);
- 2.1.2 hotel accommodation on a bed and breakfast basis, unless otherwise stated in the itinerary;
- 2.1.3 services of one or more tour guides;

2.2 The following items are not included

- 2.2.1 all other costs incurred before you board transport at the Meeting Point and after you return to the departure point;
- 2.2.2 travel insurance or any other insurance personal to you;
- 2.2.3 passport and visa costs;
- 2.2.4 vaccinations and medication, before, during and after the Tour;
- 2.2.5 food and drink over and above what we include in the Tour;

3 Booking your holiday

- 3.1 You can book at any time after our holidays are announced on our website. We will hold a provisional booking for seven days to allow you time to send us your deposit. We follow this strictly because many holidays are booked up fast. When we receive your deposit, we will send you a confirmation invoice which confirms your booking. The contract between us comes into existence at that time. You undertake to pay for the holiday you have booked and we undertake to provide you with the holiday we describe in the brochure.
- 3.2 If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.
- 3.3 If we are unable to accept your booking, we will of course return your payment to you immediately. The balance payment for all tours is due at latest 8 weeks (56 days) before departure. We will send you a reminder 1 - 2 weeks before the balance due date. If you are making your booking within this period, full payment will be necessary immediately.
- 3.4 Where the cost to us of any part of the tour increases, we reserve the right to pass on that increase to you and to change the price of unsold holidays. We will return to you the balance if our costs change significantly in your favour.
- 3.5 You can give us your personal details, insurance, special requests, medical conditions, next-of-kin and passport details by completing a form we shall send to you.
- 3.6 For bookings made within six weeks of departure, we require full payment within 24 hours of a verbal booking. It is also essential that you give us your passport details so that your ferry / Eurotunnel tickets can be reserved correctly.
- 3.7 For some tours we are able to make provisional bookings. In other cases we have to use scheduled ferries / Eurotunnel. Availability and prices of these journeys can change significantly, so we book them as soon as possible after a tour becomes viable. You are therefore liable to us for the cost of the ferry / Eurotunnel as soon as you receive our invoice for the ferry / Eurotunnel or the whole tour.
- 3.8 If you book a holiday less than six weeks prior to the departure date you must send us the full payment at the time of booking.

4 Payment

- 4.1 All payments to us may be made by cheque payable to 'Battleground Tours Ltd Trust Account'. We shall take account of your cheque on the date it is cleared into our account. We do not accept post-dated cheques.
- 4.2 Alternatively, payment may be made by electronic transfer for which full information will be provided at the time of booking.
- 4.3 The last date for payment of the balance of the cost of your holiday will be due to us at least six weeks before the Tour Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.
- 4.4 If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

5 Surcharges and refunds

- 5.1 The prices given on our web site and in our brochure are calculated at costs current at the time we fixed them. If costs rise or adverse currency exchange rates apply, you agree that we may increase prices at any time to a maximum of 5% of the advertised cost of the Tour. If we do this we shall tell you the costs which have risen and the percentage by which they have risen.
- 5.2 No matter what the increase, we shall not increase the cost less than six weeks before the departure date.
- 5.3 If we increase the price of your Tour by more than 5%, you are free to cancel. In that circumstance we will return to you all money paid to us.
- 5.4 As we say on the Tour web pages, a minimum number of participants are required in order for a Tour to be viable. In the unusual event that we cancel a Tour, we shall return the full amount of your deposit or other payment.

6 Changes and cancellations by you

- 6.1 We will try to accommodate any change you are compelled to make, but we cannot promise to do so. If we do, you agree to pay an administration fee of £35 and any additional cost of a different arrangement. Please note that a ferry company / Eurotunnel airline may treat a change as a cancellation and create a new booking,

charging a 100% cancellation fee.

- 6.2 Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office. If you cancel.
- 6.3 If you cancel, your deposit and any ferry / Eurotunnel costs which have been invoiced, will be forfeit.
- 6.4 We shall charge an additional sum related to the time remaining before the date of departure, as follows:

Up to 56 days: Deposit plus invoiced ferry / Eurotunnel cost, if any
55 - 41 days: 35% of tour cost
40 - 29 days: 55% of tour cost
28 - 8 days: 75% of tour cost
7 - 3 days: 90% of tour cost
48 hours: 100% of tour cost
- 6.5 If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.
- 6.6 In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Battleground Tours Ltd Tour or this booking to some other person. That person must meet any conditions which may apply to the booking and you, must ask for the transfer not less than 42 days prior to the Tour Start Date.

7 Changes and cancellations by us

- 7.1 We reserve the right to change travel and tour arrangements. This is necessary because many of our tours involve variables which are outside our control. These include, weather, political issues, currency problems, ferry / Eurotunnel and accommodation issues.
- 7.2 We shall tell you about small changes before departure. If we think a necessary change is important, we will tell you about it as soon as we can and give you the opportunity to either accept the change, or take an alternative holiday (paying or receiving a refund / credit in respect of any price difference), or cancel and accept a full refund.
- 7.3 If such problems occur during a tour, we will make alternative arrangements so as to comply as closely as possible with the description of the tour on our website.
- 7.4 If a problem occurs which is so serious that we have to cancel a tour before the date of departure, you may choose to accept either an alternative holiday (paying or receiving a refund/credit in respect of any

price difference) or a full refund of all money paid.

7.5 In certain cases we may pay compensation too, at our discretion.

7.6 We are not liable to you in any circumstances for loss or damage or loss of your holiday when:

unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or

the change is not significant. We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements.

7.7 We reserve the right to cancel any Tour, for which there are not enough bookings, not less than four weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Battleground Tours Ltd Holiday.

You agree that all these provisions are reasonable.

8 Payment Protection

In order to comply with the Package Travel, Package Holidays and Package Tours Regulations 1992, all payments received by us will be held in a trust account until the completion of the Tour.

We are a member of the Travel Trust Association, and the financial protection for your booking is outlined in their leaflet which we will send you.

9 Travel Insurance

9.1 It is a condition of booking a Battleground Tours Ltd Tour that you take out appropriate travel insurance. You must send us proof of cover when you make payment of the balance due for your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.

9.2 Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country. In particular, local road transport insurance may be inadequate, so you should check that your cover includes accidents happening whilst you are a passenger in a vehicle.

- 9.3 We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

10 Passport, Visa and Health Requirements

Please note carefully:

- 10.1 to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour;
- 10.2 remember to apply for any necessary visa in good time;
- 10.3 check with your GP what vaccinations and medication you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre www.nathnac.org.
- 10.4 If you are a national of an EC country and are taking a European tour, you should take your European Health Insurance Card (EHIC) available from main Post Offices or online. It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday. Remember to bring certificates and confirmations with you in your hand luggage.
- 10.5 If you need professional medical care whilst on a tour, we will try to obtain it and inform your travel insurers as quickly as practically possible. Please ensure that you provide us with your next of kin details so that we can make arrangements for them to be contacted in an emergency.
- 10.6 You agree to repay to us all costs we incur in providing this assistance, including payment for any transport and telephone calls must be reimbursed to the company. We will give you a receipt on your return, for you to pass to your travel insurers.

11 Tour Information

Approximately four weeks before the Start Date, we shall send you a pack of information relating to your Tour. This information will include:

- 11.1 location of Meeting Point and time of meeting;
- 11.2 climate and clothing recommendations;
- 11.3 any important details relevant to a particular site that we may visit.

12 Accommodation

We will arrange accommodation as close as reasonably possible to the Battleground Tours Ltd sites we visit. Accommodation will be in good quality hotels. Occasionally it may be necessary to use bed and breakfast accommodation. En-suite facilities will be provided wherever possible. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- 12.1 we reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- 12.2 single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.
- 12.3 accommodation in some countries may be of a lower standard than comparable accommodation in The UK.

13 Changes of Itinerary

- 13.1 Despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through natural disaster or political turmoil.
- 13.2 It is also possible that new information on the battles covered will in our opinion benefit the Tour participants generally by providing better sites to visit.
- 13.3 We may therefore decide to make changes to the itinerary to accommodate either of the above possibilities. We will tell you of any such change as soon as we decide to make it. If that happens, you may transfer to an alternative holiday. If your chosen alternative is of a lower price we will refund the difference. If it is of a higher price, you must pay the difference

14 Limitations on our liability

We want you to enjoy a perfect holiday with Battleground Tours Ltd. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- 14.1 any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
- 14.2 any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)

- 14.3 any aspect of goods or services you buy or accept other than those arranged by us;
- 14.4 medical problems or physical difficulties, even if you have told us about them in advance;
- 14.5 medical emergencies;
- 14.6 your own carelessness or negligence in any aspect of your behaviour whilst with us;
- 14.7 changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- 14.8 problems or issues which we could have resolved whilst on a Tour but which you raise only after your return.
- 14.9 injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
 - 14.9.1 the act or omission of you or anyone in your party;
 - 14.9.2 the act or omission of a third party not connected with the provision of your holiday.
- 14.10 services we have not provided. The services and features included in your Tour are those specified in our web site. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged at your request through our Tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.

15 Local standards

- 15.1 Laws, standards, culture and attitudes are different in many countries from what you reasonable expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.
- 15.2 We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we or the service supplier has not exercised reasonable skill and care.
- 15.3 Please also note that 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).

16 Limitation of compensation by international conventions

- 16.1 We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may be make, against us or anyone else. The most we will have to pay you for many claims for personal injury will not exceed what a carrier would pay under, for example, the Warsaw Convention or the Montreal Convention for international travel by air, or the EC Regulation on Air Carrier Liability, or the Athens Convention for international travel by sea, or the Convention on International Travel by Rail. Please note: where a carrier 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 for the complaint or claim in question.
- 16.2 Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) where international convention or regulation does not apply, the maximum amount of compensation we will pay you will be £500.
- 16.3 Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

17 Ferry and other transport delays: limit of our liability

- 17.1 There is no guarantee that ferries or Eurotunnel trains will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.
- 17.2 Our policy if a delay occurs, is to continue with our plans until the ferry (or other form of transport, if relevant) is cancelled with no suitable alternative journey being offered by the carrier. However, if we considered it impossible to find a reasonable alternative form of transport, we would cancel the holiday and refund you all holiday payments.
- 17.3 Where any ferry or Eurotunnel delay occurs, the carrier may be liable under EU regulations to provide some assistance. They may require you to stay at the accommodation and / or take the meal arrangements they provide. We regret we cannot meet such expenses where the

carrier does not do so, or where you choose not to accept the arrangements offered.

- 17.4 If you wish to find at any time to return home early or independently, for example by organising overland travel, we will provide whatever assistance we can. All expenses involved in doing so will be your responsibility.
- 17.5 Remember that transport and other service providers have their own booking conditions or conditions of carriage or service. You will be bound by these as far as that service is concerned. Such conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

18 Help we need from you

- 18.1 Most Battleground Tours Ltd holidays require reasonable physical fitness and appropriate footwear. You should be prepared to walk up to a couple of miles a day, sometimes on uneven or slippery surfaces.
- 18.2 To satisfy the majority of our clients, we apply “no smoking” rules in the same way that they are applied by law in the UK. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- 18.3 If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- 18.4 If at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

19 Complaints

We shall try our utmost to provide a happy and fulfilling holiday, but if we fail in any way, do please raise any issue with your Tour leader immediately. If your complaint cannot be satisfied it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

20 Miscellaneous

- 20.1 In this agreement unless the context otherwise requires:
- 20.1.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;
 - 20.1.2 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
 - 20.1.3 except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.
- 20.2 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 20.3 For the purposes of the Data Protection Act 1998 you consent to the processing of his personal data (in manual, electronic or any other form) relevant to this agreement, by us and/or any agent or third party whom we nominate. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.
- 20.4 The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 20.5 In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 20.6 This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- 20.7 We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 20.8 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and the Agent agree that any dispute arising from it shall be litigated only in England and Wales.