

AMBIENT TOURS – A DIVISION OF AMBIENT EVENTS LIMITED

Terms and Conditions of Business

1. Ambient Cultural and Heritage Tours

Ambient Tours offers a range of Cultural and Heritage Tours in the UK and selected European destinations. These combine travel, accommodation, visits to destinations and other cultural and heritage activities. The tour itineraries vary but are limited to group sizes of no less than 20 people and no more than 30 people.

The cost of each Tour includes all land transportation from the initial pick up point (normally the airport of entry) unless otherwise specified. Also included is hotel bed and breakfast accommodation, evening meals and lunches as specified within the specific tour itineraries, entrance fees and tour guides at all historic destinations listed and the provision of an Ambient Tour Leader throughout. The cost of any food and drink, refreshment and entry fees not included in the itinerary will be the responsibility of the client.

All prices are inclusive of UK or European destination taxes and VAT at the rate applicable at the time of booking.

Ambient Tours cannot be held responsible for any unforeseen circumstances that might require changes to be made to the original itinerary but we will do everything in our power to ensure that this will not affect the enjoyment of our clients. In such circumstances, we will undertake to add alternative destinations and attractions at no additional cost.

Our itineraries have been planned to provide a cultural and heritage experience of the highest quality. Whilst most of our destinations cater for all types of travellers, they may not entirely be suitable for people with small children, with disabilities, poor mobility or special medical needs. This is because they involve coach travel, changes of hotels and visits to heritage destinations, where access for small children and people with disability may be limited. Whilst our Tour Leaders, drivers and guides will do everything in their power to ensure your trip runs smoothly, it is not possible for them to provide the level of individual care for people with special needs that might be required, particularly in the case of travellers with mobility problems.

We are happy for you to discuss special requirements in advance of your booking to determine the suitability of individual tours to cater for dietary, disability, mobility or other special medical needs.

For all our group tours, a 25% deposit is required at the time of booking with full payment eight weeks before the start date of your tour. All payments can be made by credit card or £GB cheques or direct money transfers. In the case of cheques, please allow up to 14 days for cheques to clear.

Ambient Tours, a division of Ambient Events Limited, Company Registration Number 5272591, VAT Registration Number 580 8981 93 whose registered office is Lockwood, Lower Kirklington Road, Southwell, Nottinghamshire NG25 0DZ, England, United Kingdom, operates the tour itineraries listed in our marketing material. These Booking Terms and Conditions form the basis of the terms of our contract with our clients.

2. Booking Conditions

All Group reservations are made with Ambient Events Limited (Ambient Tours) and the contract is between Ambient Tours and the client being defined as all persons named on the booking form. Please read these booking conditions carefully as they set out the terms and conditions of the contract between you and Ambient Tours.

2.1 Your Tour Contract

When you make a booking you guarantee that you are at least 18 years old and have the authority to accept and do accept these booking conditions on behalf of your party. A contract will exist as soon as we

issue a verbal, electronic or written confirmation. This contract is made on the terms of these booking conditions which are governed by English Law and all parties agree to submit to the jurisdiction of the English Courts at all times.

2.2 Booking, Deposits and Final Payment

You can book a tour for your group by telephone, post or via our website using the appropriate booking form.

Any special needs must be discussed and agreed with us at the time of booking. We will do our best to satisfy these requirements but cannot guarantee it. Some special requirements (i.e. Specific dietary requests) may incur additional charges which guests may have to pay for locally. Our liability for additional supplementary charges will be limited to the confirmed price of such supplements (i.e. Single hotel room occupation).

At the time of your booking we will require a deposit of 25% of the total cost with the balance payable 8 weeks prior to the tour commencement date. All bookings made within eight weeks of departure must be paid in full at the time of booking. If final payment is not made by the due date, we reserve the right to treat your booking as a cancellation and the listed cancellation charges will apply. No reminders or statements will be sent. Group organisers are advised that if one or more members of your group cancel this may incur a supplementary charge on all the other group members. An administration charge may be incurred if the names of group participants change after the booking date. In the unlikely event of changes being necessary, please check with us first.

We will issue a confirmation invoice on receipt of your deposit and it is your responsibility to ensure that all the details are correct. You are required to contact us immediately if any information appearing on your invoice/confirmation is incorrect.

It is the responsibility of all members of a Group to ensure that all the relevant travel documentation is in place, including, passports, visas and holiday insurance, before the tour commencement date.

Ambient Tours operate a Client Trust account with our bankers. This guarantees the security of any monies paid to us in accordance with existing Consumer Protection regulations.

3. Tour prices and surcharges

Every attempt will be made to maintain the charges quoted to you but we reserve the right to notify you of any increase in the advertised price of our tours before confirming your booking. We also reserve the right to apply surcharges if the amount of increase in our costs exceeds 2%, as a result of variations in transport costs, fuel, taxes, fees for chargeable services, any exchange rates applicable on certain packages or if the UK or Overseas Governments increase existing taxes or introduce new ones.

The concept planners at Ambient Tours have made available a large selection of accommodation from four and five star country estate hotels to traditional luxury heritage hotels and coaching inns that are full of history and character and provide a 'Real Taste of England' with excellent accommodation and food. If we are unable to book in your Group in the accommodation specified, we will ensure that a suitable and comparable alternative is found. Many of chosen hotels have spas, treatment centres that may incur additional charges that must be settled by individual guest.

When booking rooms you are advised to specify the type of room you require. Single rooms will incur a surcharge as indicated on the booking form. When booking a double room please specify whether you require a double bed or twin bed otherwise it will be assumed that either will be acceptable. Room allocation remains the responsibility of the hoteliers and we will pass on to them any specific requests, like ground floor rooms, and do everything in our power to ensure that your requirements are satisfied.

Some of the hotels and restaurants may have difficulties in providing for special dietary needs unless advance notice is received so please advise us of any such requirements at the time of booking.

Lunches included in the itinerary of the chosen tour will either be provided at the historic venues visited or in restaurants or traditional English Pubs in one of the many small country villages or towns through which the tours will pass. A fixed price menu charge will be applicable on all dinners and lunches included in the itinerary. Any additional food or drink ordered by individuals that is not included in the fixed menu charge will need to be settled by the individuals concerned.

4. Changes or Cancellations by Us

We will always do our best to avoid making any changes to a tour that has been confirmed. However local conditions may necessitate some changes in hotels, routings and itineraries as we do plan our arrangements many months in advance. In consequence, it may be necessary, at times, to make occasional changes and we reserve the right to do so at all times. Most changes will be minor and we will advise you of them at the earliest possible opportunity. Examples of such minor changes include changes in accommodation to another of similar standard or a change in a tour sequence.

We will only cancel a confirmed booking 8 weeks or less before the scheduled start date where you have failed to comply with our terms and conditions (i.e. failed to complete the payment schedule) or where we have been forced to cancel as a result of circumstances beyond our control forcing us to make major changes to a tour. A major change is one that will materially alter the tour booked and would include a change of start and departure dates.

In the event of a major change occurring within 8 weeks of your departure date we will endeavour to offer you an alternative tour date or, if this is not acceptable to you, a full refund. Compensation will not be payable and we will accept no further liability beyond the choices available above, where we are forced to make a major change or cancel as a result of circumstances beyond our control and therefore unavoidable despite our due care. No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions.

5. Change or Cancellations by You

If, after our confirmation invoice has been issued, you wish to change your tour arrangements, in any way, for example your chosen departure date, tour itinerary or accommodation, you must advise us either by email, telephone or in writing to our head Office address. We will do our utmost to make those changes. Depending on the amount of work involved, each change will incur an amendment charge not exceeding £30 per person. Please note that some suppliers, particularly airlines, do not allow a name change and consider this a re-booking with a 100% cancellation charge.

You or any member of the Group may cancel their tour arrangements at any time. To do this, written confirmation must be received at our offices from the person who made the original booking. Since we incur costs if we have to cancel your tour arrangements, you will have to pay the applicable cancellation charges as set out below and any additional charges passed onto us by airlines or other suppliers such as non refundable flight tickets. If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to claim these charges from your insurers.

Period before departure	Cancellation charge as a % of total tour cost
70 days or more	deposit forfeited
42 to 69 days	50%
28 to 41 days	80%
Less than 27 days	100%

After the due departure date, there will be no refund of any unused component of your tour cost.

Where individuals within a Group cancel their booking, the Group organiser has the right to transfer the booking to another person provided that they satisfy the tour conditions and that Ambient Tours is given at least 14 days notice. Doing so may incur additional charges from some suppliers (i.e. airlines).

If at any time during the tour, you choose to terminate your tour, for whatever reason, Ambient Tours will not be liable for any additional expenses incurred and no refunds will be given.

6. Force Majeure

Some changes are necessary because of unusual and unforeseeable circumstances beyond our control. These circumstances include industrial disputes, closure or congestion of ports or airports, road blockades, delayed flights, unavoidable technical transport problems, war, civil unrest, terrorist activity, natural or nuclear disaster, fire, epidemic or disease, adverse weather conditions or similar events. We regret that in such circumstances, you will not be entitled to any refund or compensation. Neither do we accept responsibility for you if you contravene any law, bylaw or regulation at any time during the tour.

7. Travel Documents, Health Requirements and Behaviour

It is your responsibility to ensure that you are in possession of a valid passport, visa permits, travel insurance inoculations and preventative medicines required for the duration of your tour. If in doubt it is recommended that you check with Ambient Tours and/or your GP before travelling. Most of our tours include some walking, including hills, steps and stairs. It is recommended that your luggage weighs no more than 18 kilograms (or 39 pounds) and that you are capable of carrying it yourself if necessary. Ambient Tours reserves the right to accept or reject any person as a tour member, or expel any person from the tour who is abusive or disruptive or whose action might endanger the enjoyment or welfare of other passengers.

8. Our Liability to You

We accept liability subject to the conditions detailed in the sub-paragraphs below.

a) We will do everything in our power to ensure that your tour is as described in our agreed itinerary (subject to any major changes you are advised of before departure) and that the services provided by us and our sub contractors meet the standards required.

b) When you suffer any loss, damage, personal injury or death as a result of our failure to perform or improper performance of the tour contract we shall be liable to pay you compensation, except where the cause of failure is not our fault or that of our employees, agents or suppliers, and is your own fault, or the result of the actions of someone unconnected with your tour arrangements, or due to unusual or unforeseeable events which neither we nor our employees, agents or suppliers could have reasonably anticipated or reasonably avoided even with the exercise of due care.

c) We are permitted to limit the amount of compensation we will pay you in the event of a claim. Where a claim arises from loss or damage suffered whilst travelling by air, rail, sea, and road or in your hotel accommodation, the amount you receive will be limited in accordance with the provisions of any relevant International Conventions.

d) We are entitled to limit the amount of compensations we pay where the claim concerns damage other than personal injury. We will assess what we consider to be an appropriate sum in the light of the circumstances of your particular claim when it is made.

e) Any sums received by you from other suppliers, such as airlines, coach companies, will be deducted from any sum paid to you, by us, as compensation. Furthermore, if we pay you any compensation, you shall, if required by us in writing, assign to us any rights of action you may have against any third party who was in any way responsible for the failure to perform or improper performance of the tour contract.

f) It is a condition precedent of such acceptance of liability that you follow the notification of complaints procedures set out below .

g) Other than set out above or detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you in respect of any personal injury or death (unless caused by our negligence) or in respect of any other damage which you might suffer arising directly or indirectly from any aspect of any tour arrangement booked with us.

9. Complaints Procedure

If you have cause for complaint about your tour you should bring it to the attention of the Ambient Tours Tour Leader and/or representative at the time so that the appropriate remedial action can be taken, if possible. In any event, you must notify us of any complaint, in writing, within 14 days of the tour finish date. Your failure to take either of these steps will affect our ability to investigate the complaint and affect the way it is dealt with. In the event of a dispute arising between us as a result of any complaint, the dispute will be governed by the laws of England and Wales under the jurisdiction of the English Courts.

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