



## **The Enlightened Traveller®**

### **Walking Holidays in France Ltd.**

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## Terms and Conditions of your Booking for season 2022\*

These Terms and Conditions, together with our [Privacy Policy](#) and relevant communication between us relating to your chosen vacation, form the basis of your contract with Walking Holidays in France Limited trading as The Enlightened Traveller®, a company registered in England and Wales with company no: 05820417 and registered office address as detailed above ("we" "us" and "our"). Please read them carefully as they set out our respective rights and obligations. In these Terms and 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 (the "Group Leader") agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Terms and 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.

\* These are new terms and conditions applicable to bookings made from 1<sup>st</sup> September 2021 onwards. They do not apply to bookings made before that date, which are bound by our former

terms and conditions and/or the terms and conditions of any special agreement made between ourselves and the customer direct and in writing.

## **1. Making your booking**

Once we have received your booking and payment (please see clause 2), we will, subject to availability, confirm your holiday by sending you a Booking Confirmation by email. The process can take more than a week depending on how many accommodation providers we need to contact. *We advise you not to make any travel plans until you have received our official 'Hiking tour confirmation' email.*

If we cannot get you booked in on the agreed dates, we will simply return your deposit to you, less any bank transfer charges or deductions that your bank/intermediary banks may make. Note that there are no charges incurred by you when paying us, or receiving returned money, via Paypal.

We reserve the right to return your payment and decline to issue a Booking Confirmation at our absolute discretion.

## **2. Payment**

In order to reserve your holiday, a deposit of 20% of the full fees (including any supplements) is required. Full payment is required if your booking is received within 8 weeks of departure.

The balance of the fees must be settled not less than 8 weeks (56 days) prior to departure. The settlement date will form part of our booking confirmation and contract with you. If we do not receive all payments due (including any supplements where applicable) in full and on time, we will send you a written reminder. If the balance is not received within 7 days of the date of this communication, we reserve the right to cancel your booking and apply the cancellation charges as detailed in Section 8 below.

Group Leaders are responsible for making all payments due to us and the same terms above apply re late payments.

### **3. Payment methods are as follows:**

- i. For citizens based in the UK, in Sterling via bank transfer or your own payment platform – TransferWise, Revolute and so on. Opting for one of these payment platforms means you can pay us by using your credit card quickly and securely on their own website. Paypal is not an option for UK customers – please ask us for details.
- ii. For all other citizens of the world, in Euros, by bank transfer/wire or by payment platform (PayPal, TransferWise, Revolute, Wells Fargo, etc.), using your credit card securely and directly on their sites if required. Our preferred payment option is deposit by payment platform, with the balance by bank transfer/wire – please ask us for details.

The balance must be paid in the same currency as the deposit. Please contact us for our bank account or Paypal details.

**Note:** whichever way you pay us, by bank transfer/wire or Paypal, your money is completely safe. Visit our site for *Our Financial Guarantee* in the drop-down box under '**About**' or see clause 16 below.

### **4. Your contract**

Our contract with you will come into existence when we email your Booking/Hiking tour Confirmation to you. We reserve the right to make changes to advertised particulars before a contract is concluded.

### **5. Insurance and telephone help-line support service**

We consider adequate insurance to be essential to protect your own and other's health, wealth and property. It is thus a condition of our acceptance of your booking that you are adequately insured. 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.

Checking the relevant box on our Booking Form under Section 4, which states "I agree to obtain adequate insurance prior to travel" is deemed to confirm you have adequate insurance in place prior to commencing your hiking tour with us. If you have not checked the above-mentioned box, we will ask you to do so before accepting your booking.

It is a condition of booking that clients have adequate insurance to cover travel, public liability, personal injury, any impact on your holiday caused by COVID-19 (or any other pandemic or

epidemic), medical costs, rescue and repatriation expenses, loss of or damage to luggage and its contents and expenses associated with cancellation or curtailment.

You are also expected to have adequate health insurance and any relevant forms with you - for example, for the EC, if you are European, the Euro health card for European citizens. **Your Covid Passport or equivalent is essential.**

We provide a telephone help-line support service for you to use in order to contact us with any problems or queries you may have during your walking holiday. We will do our best to help, but any payments resulting must be met by the customer and payable in cash to the supplier in question – normally a hotelier or taxi company. In case of accident, your first port of call is your insurers and the relevant emergency services, the details of whom are in your tour dossier. We are not responsible for Search and Rescue, which is effected by the relevant insured, qualified and trained authorities in France.

## **6. The cost of your holiday**

We reserve the right to make changes to advertised prices at any time before your holiday is confirmed. If at the time of booking the price is different to that advertised on-line, you will be advised of the applicable revised price before the booking is accepted.

## **7. Changes by you**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. You are welcome to phone us to discuss the matter first, but no action will be taken until your amendments are received in writing. Any alterations must be made by the Group Leader only – i.e., the person with whom we took the original booking - unless otherwise agreed in writing. Under no circumstances will changes be allowed to be suggested or made by individuals who do not form part of any contract with The Enlightened Traveller.

Whilst we will endeavour to assist you, we cannot guarantee we will be able to meet any such requests for alterations. If we can assist you, we reserve the right to charge an administration fee of £100.00 Pounds Sterling/€110.00 Euros, together with any costs or charges incurred by us and/or incurred or imposed by any of our suppliers. For example, all changes to itineraries, occurring up to 55 days prior to the holiday start date, that involve cancellations in respect of

accommodation already booked will result in the application of cancellation charges as outlined in Point 8 below.

If you choose not to follow the purchased or publicised holiday programme, you do so at your own risk. We cannot refund the value of the parts you choose to miss.

Transfer of Booking:

If you or any member of your party is prevented from travelling, 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 holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50/60 EUROS 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.

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 (below) will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

## **8. Cancellation by you**

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the Group Leader must immediately advise us in writing by either recorded delivery post or email. Your notice of cancellation will only be effective when it is received in writing by us at our offices. Any such request will receive an email reply from us by return. If you do not receive such a notification, assume your request has not been received and re-send it.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows. The charges set out below are shown as a percentage of the total cost payable by the person(s) cancelling excluding any amendment charges, according to the period before departure within which written notification of cancellation is received by us.

Cancellation charges are as follows:

<b>Period before holiday start date in which you notify us</b>	<b>Cancellation Charge</b>
56 days or more	loss of deposit
45-55 days	50% of total holiday cost
31-44 days	75% of total holiday cost
Less than 31 days	100% of total holiday cost

Any refunds made will be repaid via the same medium by which they were received. Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

In addition to the above charges, it may be necessary to add under-occupancy or single room supplements to other members of a party where member(s) of that party cancel. Depending on your reason for cancellation, these charges may be recoverable under your insurance policy. No refunds will be made if you leave a trip for any reason after the trip has begun.

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

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday. In these circumstances, you may either:

- a). postpone your trip to a later date or
- b). request a refund of the monies you have paid.

Whichever you choose, we will not be liable to pay you any additional compensation. Note that refunds only apply to customers living in the UK or EU. Citizens from other countries will be given the chance to re-schedule their trip.

Note that, **where certain hotels insist on non-refundable payments in order to secure your reservation, any refund under b) above would be repaid less such payments.** We will do everything possible to inform you of the amounts in question at the time of booking. Moreover, where hotels and suppliers refuse to refund us due to the late nature of a cancellation, we in turn will deduct that cost from the monies refunded to you, the customer. Relevant copies of hotel bills will be supplied.

Due to annual price increases each September, a postponement may incur extra costs if it involves deferring travel to the following year.

**Please note that your right to cancel in these circumstances will only apply where your home government, or the French government, advises against travel to your destination or its immediate vicinity at the time of your scheduled tour.** 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, quarantines, lockdowns or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

Should you contract COVID-19 while on holiday, be quarantined at short notice or prevented from flying, neither we nor our suppliers can be held liable - gross negligence excepted. You are travelling at your own risk and should ensure that your holiday insurance covers such eventualities. No refunds will be due under such circumstances. Any requirement for vaccines and tests is your responsibility alone and failure to comply with government advice and demands is at your own risk and not a valid reason for cancellation and refunding.

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. Changes and cancellation by us**

### Changes:

We reserve the right to make changes and cancellations to confirmed holidays. Most changes are minor and involve a like-for-like substitution. This is the case with hotel changes or itinerary changes. If we make a minor change to your holiday, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure. Otherwise, such minor changes will be highlighted in the covering letter in your welcome pack that awaits you at your first hotel reception.

Occasionally, we have to make a "significant change" before departure. 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 significant change to your itinerary, missing out one or more destination entirely.

#### Cancellation:

We will not cancel your booked arrangements less than 56 days before your departure date, except for reasons of *Events Beyond our Control* 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. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) accepting the changed arrangements, or
- (b) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

We do not accept responsibility for any losses incurred by you in respect of your international travel arrangements.

#### Compensation

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

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

\*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 56 days before departure;
- (c) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (d) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (e) where we are forced to cancel or change your arrangements due to *Events Beyond our Control* (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. Events Beyond our Control**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations are affected by "Events Beyond our Control". For the purposes of these Booking Conditions, Events Beyond our Control means any event beyond our or our suppliers' 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, epidemics or pandemics (including the ongoing impact of the COVID-19 pandemic) 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.

## **11. Local transport, delays and late arrivals**

Your tour includes luggage transfers and possibly people transfers delivered by local taxi firms. Any extra transfers must be reserved at the time of booking and either paid for in advance or in cash to the driver on the day. Transfers before 7am and after 7pm and on a Sunday are subject to an out-of-hours supplement – please ask for details.

We accept no responsibility for delays in your international transport schedule that may result in your late arrival for a taxi rendezvous. Delays are payable by you at the going rate per hour. Such surcharges are payable to the driver in cash on arrival.

No responsibility is accepted for any transfer delays that may result in your failure to catch any connecting trains or flights. You are thus advised to give yourself plenty of time between connections and never to arrange flights on the same day as departure from the tour.

Please be advised that your walking tour has not commenced until you arrive in place at the agreed starting point of your holiday. **We are only responsible for what is provided from the starting to the finishing points of the published tour in question.**

## **12. Our Suppliers**

We use a cross section of local in-country suppliers – mainly taxi firms and hotel-restaurants, auberges, walkers' inns and chambers d'hotes. With the exception of the SNCF, we know them all personally.

They are all legally-operating French companies that are responsible for their own operations. As such they are legally bound to:

12.1. Ensure that fire and safety precautions are adequate and local regulations observed.

12.2. Supply facilities and services complying with relevant health, safety and hygiene standards.

12.3. Carry adequate public liability insurance.

They also recognise the need to...

12.4. Resolve any customer problems quickly and efficiently as they arise.

We are proactive in seeking customer feedback and respond to those who consider that the level of provision has been below that which was expected. Suppliers are reviewed on an ongoing basis.

Local suppliers provide services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions.

## **13. Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your holiday programme whilst away, you must immediately inform the Director of Operations, whose contact details you will be given. Until we know about a problem or complaint, we cannot assist. Most problems can be dealt with quickly and are due to cultural misunderstandings or foreign language difficulties. If you wish to formalise your complaint, it must be put in writing and given or sent to the Director of Operations as soon as possible. If the complaint or problem

is not resolved to your satisfaction, you must write to us, ideally within 15 days of your return home, giving full details of your complaint. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and may affect your rights under this contract.

#### **14. Your responsibilities**

Bookings are accepted on the understanding that all persons travelling are in good health and able to fulfil the physical demands of the chosen holiday programme. In the interests of safety, you must follow the guidance in our notes, as well as that provided by our staff; comply with any local codes of conduct, follow the Country Code, and act sensibly and prudently at all times.

We cannot be held responsible for the conditions of the highways, byways or trails which are included in our tours and at all times you walk at your own risk.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry to France. It is your responsibility to ensure that you have a valid passport and any necessary visas for travelling to France. For UK travelers, a standard 10-year British passport is normally required. Passengers of other nationalities should check with the French consulate or embassy.

When you book with us, you accept responsibility for any damage, loss or injury caused by you or any member of your party. You will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion, or in the reasonable opinion of any other person in authority, such as one of our suppliers, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the Programme of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## 15. Our Responsibilities

- (1) 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 holiday. 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.
- (2) 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:
  - (a) the acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or (c) Events Beyond our Control (as defined in clause 10).
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
  - (a) **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.
  - (b) **Claims in respect of any stay in a hotel:**
    - i) The extent of our liability will in all cases be limited as per The Paris Convention (with respect to hotel arrangements). You can ask for copies of this Convention from our offices. Please contact us.

- ii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the hotelier for the complaint or claim in question.
- (4) 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.
- (5) 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.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - (a) 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;
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.
- (7) 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.

## **16. Financial security**

In accordance with Passenger protection policy for insolvency cover in respect of the Package Travel and Linked Travel Arrangements Regulations 2018 all passengers booking with The Enlightened Traveller are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation costs, arising from cancellation or curtailment of your travel arrangements due to the insolvency of The Enlightened Traveller.

There is no requirement for Financial Protection of day trips, and none is provided.

**Consumer aware:** Your booking is insured by IPP Ltd and its panel of insurers. - This insurance is only valid for passengers who book and pay directly with/to The Enlightened Traveller. If you

have booked and/or paid direct to a Travel Agent for a holiday with The Enlightened Traveller please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance.

This Insurance has been arranged by International Passenger Protection Limited and underwritten by Liberty Mutual Insurance Europe SE. For further information please go to [www.ipplondon.co.uk](http://www.ipplondon.co.uk)

### **CLAIMS PROCEDURE:**

You must notify IPP as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

IPP Claims at Cunningham Lindsey  
Oakleigh House  
14-15 Park Place  
Cardiff CF10 3DQ, United Kingdom.  
Telephone: +44 (0)345 266 1872 Email:  
[Insolvency-claims@ipplondon.co.uk](mailto:Insolvency-claims@ipplondon.co.uk)  
or online at <http://www.ipplondon.co.uk/claims.asp>

### **17. International & in-country travel**

We do not make nor pay for either international nor French travel arrangements other than those expressly included in our tours as clearly documented in the tour description and itemised in your invoice.

All transport and travel arrangements not included in our tour, and any resulting contracts, are made between you and a third party. We do not accept any responsibility nor liability for such transport and travel arrangements and costs. It is NOT our responsibility if you cannot get to the start of the tour on time, or from the finishing point of the tour on departure day.

Any end-of-tour shuttle buses or taxi transfers you might decide to take, whether recommended, reserved and paid by ourselves or not, are run by independent companies. We accept no responsibility for delays that may result in you missing onward connections. *We advise you leave plenty of time between connections and never to arrange flights on the same day as departure from your tour.*

## **18. Promotional Literature & web site accuracy**

Please note, the information and prices shown on our web site and in any other promotional literature is to the best of our knowledge correct at time of publication. Whilst every effort is made to ensure the accuracy of the web site, literature and prices, conditions can change and errors can occur. All our information is subject to alteration without notice and we accept no liability for any inaccuracy in the information produced. You must therefore ensure you check all details of your chosen holiday programme (including the price) with us at the time of booking.

Please note that hotel out-door swimming pools are not normally functional outside the period May to September and may be periodically closed for maintenance and cleaning.

## **19. Provision of holiday information**

When entering into a contract with The Enlightened Traveller for the provision of a holiday programme, you agree that all holiday details will be provided by either email, post or in person upon your arrival in France.

Once you have paid for your programme in full, relevant information, in the form of a tour dossier and including full accommodation details, will be emailed to you 4 weeks prior to commencement of your vacation, and not earlier, unless expressly agreed by us in writing. The tour dossier is provided in pdf format, which guarantees a universal standard when printing from different operating systems and via different printing machines.

Detailed hiking maps and notes are provided on arrival in France, and await collection from the reception at the first hotel. In line with industry norms, one copy of the notes is supplied per 4 persons as part of our commitment to conserving the environment and reducing the felling of trees. They are under no circumstances posted to the customer's home address unless they reside in France.

The information provided you, in particular the details of each walk, is copyright protected and remains the property of The Enlightened Traveller. In line with the laws on copyright, you are expressly forbidden to photocopy the materials except for your own private and personal use. No materials should be passed to a third party unless covered by the contract in question.

## **20. Special Conditions and medical problems**

If you have any special requests, you must advise us at the time of booking. Although we pass any reasonable requests onto the relevant supplier (hotel, taxi firm), we regret we cannot promise that any request will be met unless we have specifically confirmed this to you in writing.

Confirmation that a special request has been noted or passed onto the supplier does not guarantee that the request will be met and all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

For example, France is overwhelmingly a meat-eating country. However, vegetarians are generally well catered for, vegans less so. Customers purchasing a hiking tour that includes dinner should be aware that the evening meal follows a fixed half-board menu format for all hikers, with certain set main dishes, which normally include either fish or meat, plus a vegetarian option; whilst chambres d'hotes and auberges tend to function around one common meal of which all guests partake, bar vegetarians, who would have an alternative dish. We inform all hosts of customers' dietary preferences and allergies. However, hosts have their own systems for storing and retrieving such information, over which we have no control, and so it is the customer's responsibility to remind hosts of their particular requirements upon arrival at their accommodation. We accept no liability where hoteliers have forgotten to note your particular dietary needs.

Any divergence from set menus is likely to incur extra payment that you will be responsible for. Please check relevant costs at each hotel before you ask for any changes to be made.

## **21. Prompt Assistance**

If, whilst you are on holiday, 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. For example, if you sprain an ankle, you may ask us for assistance to find the nearest doctor's surgery.

Where you require assistance which is not owing to any failure by us, our employees or subcontractors we will not be liable for the costs of any alternative 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. 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. 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 Events Beyond our Control. (See clause 10).

## **23. Unfair Terms Contracts Act**

In the event of any part of this contract being judged to be unfair, the rest of the contract remains valid and enforceable and is not therefore tainted by the unfairness of one particular clause, paragraph or item.

## **24. Applicable Law**

English law shall be the law applicable to the contract and the English courts shall alone have jurisdiction to deal with any disputes arising therein.

\* These are new terms and conditions applicable to bookings made from 1<sup>st</sup> September 2021 onwards. They do not apply to bookings made before that date, which are bound by our former terms and conditions and/or the terms and conditions of any special agreement made between ourselves and the customer direct and in writing.

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