



# Booking Terms & Conditions

Part of The Adventure Tour Company Ltd

These Booking Terms and Conditions, together with our privacy policy and, where your Tour is booked via our website, our website terms and conditions 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 The Adventure Tour Company Limited trading as Aurora Nights whose registered office is at Office 1, 1C Uppingham Gate, Ayston Road, Uppingham, Rutland LE15 9NY (Company No: 07434644), ("we" or "us"). 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 terms and conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of information in accordance with our Privacy Policy;
- 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.

## 1. Booking and Paying for your Tour

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; b) you pay us a deposit of 20% of the total Tour price (or full payment if you are booking within 60 days of departure); and c) you have completed and signed your booking form. We reserve the right to return your deposit and decline to confirm your booking 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.

Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes can not 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.

The balance of the cost of your Tour (including any applicable surcharge) is due not less than 60 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 below will become payable.

All monies you pay to a travel agent are held by them on our behalf at all times.

## 2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish 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 your booking is confirmed.

## 3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance is appropriate for the trip that you have booked and that it fully covers all your personal requirements including but not limited to:

- (a) Emergency Medical Expenses including, amongst other costs; ambulance charges and repatriation;
- (b) Cancellation of your trip or Curtailment cutting short your trip;
- (c) Personal Liability to include, amongst other liabilities; damage caused by your (or your party's) negligence to the property in which you are staying and may not include a clause which restricts actions being taken against a travelling companion other than family and must include contractual liability of the party leader for the actions of the party;
- (d) Travel and transfer delays which must include amongst other costs; additional costs incurred in the event of a delay;
- (e) The policy must include the activities you are likely to do and in particular sailing in European waters;
- (f) The policy must cover the period from the date of booking to the last day of your trip and may not have a clause allowing the insurer to cancel the policy nor vary the terms usually following medical reasons unless there has been individual underwriting with specific terms.

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. Jurisdiction and Applicable Law

These Booking Terms and 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.

#### 5. Cutting Your Tour Short

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your Tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of the Tour and the services provided, we will not offer you any refund for that part of your Tour 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.

#### 6. 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 applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. 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. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

**Please Note:** where an originally booked Tour is changed in accordance with this clause 6, any discount applied to the price of the original Tour will no longer apply to the cost of any replacement Tour

##### 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 Tour;
- b. we are notified not less than 7 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.

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

**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.**

#### 7. If You Cancel Before Departure

If you or any 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. We recommend that you use recorded delivery. Since we incur costs in cancelling your Tour, you will have to pay the applicable cancellation charges up to the maximum shown below.

Should one or more member of a party cancel, it may increase the per person Tour price of those still travelling and you will be liable to pay this increase.

Number of days before departure	Amount of cancellation charge
56 days and more before the tour start date	Retention of deposit
56 - 42 days before the tour start date	50% of total booking cost
41 - 32 days before the tour start date	60% of total booking cost
Less than 31 days before the tour start date	100% of total booking cost

The cancellation charges above have been calculated as a genuine pre-estimate of the losses we would incur in the event you cancelled your holiday within the stipulated time period, taking into account the charges we will incur from our suppliers (some of which will be up to 100%) and the expected cost savings and income from alternative deployment of the travel services (if possible) calculated as an average charge over a period of time.

We will deduct the cancellation charge(s) from any monies you have already paid to us.

**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.

## 8. If You Cancel due to Unavoidable & Extraordinary Circumstances

You have the right to cancel your confirmed Tour before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your Tour destination or its immediate vicinity and significantly affecting the performance of the Tour 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.

## 9. If We Change or Cancel

As we plan our Tours 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 an insignificant change to your holiday, 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 insignificant changes include a change of accommodation to another of the same or higher standard. 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 change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A significant change to your itinerary, missing out one or more destination entirely.

**Cancellation:** We will not cancel your Tour less than 63 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your Tour before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

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:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of comparable or higher standard from us, if available (at no extra cost); or
- iv 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.

### Compensation

If we cancel or make a major change less than 63 days before departure, we will pay compensation as detailed below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure within which notice of Cancellation or major change is notified to you	Compensation payable per person booking
63 days or more	Nil
62 - 42 days prior to departure	£10
41 - 28 days prior to departure	£20
27 - 14 days prior to departure	£30
Less than 14 days prior to departure	£40

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make an insignificant change;
- where we make a significant change or cancel your arrangements more than 63 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- 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 services 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 "unavoidable and extraordinary circumstances", meaning any event beyond our 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, lock closure, natural or nuclear disaster, fire, chemical or biological disaster adverse weather 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. 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. 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 tour 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 trip, please provide us with full details before we confirm 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 in the Tour. 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 arrangements run smoothly but if you do have a problem during your Tour, please inform the relevant supplier immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us on [frontdesk@offthemap.travel](mailto:frontdesk@offthemap.travel).

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at Aurora Nights, Office 1, 1C Uppingham Gate, Ayston Road, Uppingham LE15 9NY or by e-mail to [frontdesk@offthemap.travel](mailto:frontdesk@offthemap.travel) within 28 days of the end of your stay, 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 do not offer an Alternative Dispute Resolution service. You can access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>.

## **14. Our Liability**

- (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, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your Tour. 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 act(s) and/or omission(s) of the person(s) affected;
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
  - (c) Force Majeure (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 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.

#### **(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel**

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); 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.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) 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.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves 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 ourselves 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; or (b) relate to any business.
- (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.
- (8) 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 in advance. 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.

## 15. Your Obligations

You must ensure that any medical or other attendance that you require is provided by you.

They and all persons named on the booking understand and accept the risks involved in adventure and outdoor travel.

You agree to abide by any reasonable directions (especially any given on account of health and safety), given by us or our representatives in the course of the Tour.

## 16. Your Behaviour

You agree to behave in a reasonable and responsible manner and, in particular that you will do nothing which might endanger the health and safety of any person involved in the Tour or which might result in personal injury to any person or loss of or damage to property belonging to The Adventure Tour Company, its representatives or other Clients.

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of 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 of our other guests 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 arrangements 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 your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service 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 accommodation provider 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.

## 17. Excursions

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

## 18. Consumer Financial Protection

Aurora Nights is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with Aurora Nights are fully protected for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. Your money is fully protected and paid into an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

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

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your Tour. 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 [www.passport.gov.uk](http://www.passport.gov.uk).

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk).

**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 Tour 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 ourselves or the supplier concerned.

## **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 reasonable 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. 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).