

Booking Conditions for **PATRICK SYDER TRAVEL**

(Revised January 2010)

Please ensure that you read these booking conditions as tours booked with Patrick Syder Travel are subject to the following:

BOOKING AND PAYING FOR YOUR TOUR

A provisional booking may be made by phone, fax or email and can only be confirmed upon the receipt of a completed and signed booking form and the required deposit. If we are unable to confirm your booking, your deposit will be returned in full or transferred to another tour at your request.

The balance of payment is due 60 days before the tour commences. If you are booking within this period immediate full payment is necessary for securing your space on the tour. Patrick Syder Travel reserves the right to cancel any booking for which the full payment is not received at least 60 days before the tour commences, and to use the deposit to cover the cancellation charges.

Once we confirm your booking and issue an invoice a contract will then come into existence between you and Patrick Syder Travel. If you are booking for any other person you confirm that you have their authority to do so as their agent and will be responsible for all full costs of or arising out of the booking and for the behaviour of such person.

IF YOU WISH TO CHANGE YOUR BOOKING

If, after confirmation has been issued, you wish to change to another tour in the 2010 schedule, please notify us in writing and we will do our best to accommodate your request. A minimum 10% charge of the originally booked tour price will be levied if this is within 30 days of departure to cover costs.

IF WE MAKE CHANGES TO THE TOUR

Occasionally minor changes may become necessary and you will of course be advised at the earliest possible date. When a major change occurs (i.e. change to advertised itinerary or standard of accommodation) you will have the choice of either accepting the change of arrangements, transferring your booking to another available tour, or cancelling your holiday and receiving a full refund.

IF YOU CANCEL YOUR BOOKING

In the event that you, or any member of your party on whose behalf you have signed the booking form, has to cancel their booking, the reservation may be transferred to another person, provided it is more than 60 days before the departure date of the tour and subject to completion of a new booking form.

In ALL other circumstances the following charges are applicable:

60 + days before departure	Deposit only
31 – 59 days before departure	40% of total price
16 – 30 days before departure	60% of total price
8 – 15 days before departure	90% of total price
0 – 7 days before departure	100% of total price

These charges are calculated on the day on which written notification is received in our office.

We strongly recommend that you take out insurance against irrecoverable cancellation costs at the time of paying your deposit. Please see the comments below under the heading "INSURANCE".

IF WE HAVE TO CANCEL YOUR TOUR

Firstly, we will offer an alternative tour and if this costs less, refund you the difference. Secondly, if this is not acceptable, we will refund your deposit and any other money paid to Patrick Syder Travel for the tour.

We shall inform you in writing of the cancellation of your tour at least 60 days before the departure date, unless in the event of "force majeure" or Foreign and Commonwealth Office (FCO) travel advice, for which we cannot accept any responsibility.

If cancellation is made within 60 days of the date of departure we will pay you compensation of £30 per person within your booking for any inconvenience caused, unless in the event of "force majeure" or FCO travel advice. "Force majeure" includes but is not limited to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather, delayed travel arrangements and matters beyond our control.

THE PRICE OF YOUR TOUR

We will not increase the price of your tour within 60 days of the date of departure. Prior to that period we reserve the right to impose a surcharge in the event of government action or currency exchange fluctuations although we will absorb a sum equal to 2% of the tour cost. You will be charged any sum in excess of 2% but if the surcharge is more than 10% of the total tour cost you may cancel the booking within 14 days of the date printed on the surcharge notification. The published tour prices are based on currency rates published in the Financial Times on 1 January 2010

INSURANCE

It is essential, and a condition of booking, that you and those within your party have comprehensive travel insurance that includes full medical and repatriation cover as soon as you book the tour. If requested you must produce insurance documentation. We can advise you on obtaining comprehensive cover.

PASSPORT, VISA & HEATH REQUIREMENTS

All participants are responsible for, and must be in possession of, a full passport valid for 6 months beyond the end of the tour. Additionally you are responsible for obtaining any visas or vaccination certificates necessary for the tour. We will send you details of these requirements with the "Practical Information before you go" notes.

HEALTH

We accept your booking on the understanding that you and everyone in your party are in good health and that the physical demands of a specific tour are within your and their capacity. Please ask about the level of any particular activity if you are in doubt. We reserve the right to request a doctor's certificate stating that it is safe for you or any other member of your party to participate in your selected tour.

GUEST BEHAVIOUR

There is an element of risk involved in tours of this nature and clients will be expected to obey all reasonable commands of the tour manager to ensure their safety. We reserve the right to decline to accept, or retain as a guest (client) anyone unable or unwilling to behave in a manner conducive to the satisfactory running of the tour and the enjoyment of the other tour participants, or whose conduct may prejudice the reputation of Patrick Syder Travel with our suppliers or hotel owners. We shall be under no liability for any costs incurred by such a guest as a result of our doing so.

JOINING THE TOUR

Should you or any member of your party fail to meet the rest of the party at the appointed time at the designated meeting point, you will be responsible for any additional expenses incurred by you and any other member of your party to meet up with the group.

ACCURACY OF TOUR DOSSIER

Although extreme care is taken to ensure that any tour dossier is accurate, sometimes circumstances or services provided by others change or vary. We will inform you of any changes or variations of which we are aware at the time of booking but otherwise we cannot be held responsible for minor changes and variations. Also, it should be noted that any activities not covered by the specific tour dossier are at the cost and risk of the party concerned.

LIMITATION OF LIABILITY

Patrick Syder Travel takes all reasonable steps to ensure that the suppliers of services provided on tours are of an acceptable standard. However, in any event, the liability to you and the remainder of the party within your booking for any loss or damage that you or they may suffer is limited to the price of the holiday. This excludes liability for death or personal injury. Any loss which you or any member in your party suffer because of failures of transport operators or providers of hotel accommodation is limited to the amount you can recover from them under the laws of the UK, the country in which they operate, or under any applicable international convention such as (without limitation), the Warsaw Convention 1929 (amended by the Hague Protocol 1955), the Berne Convention 1961, the Paris Convention 1962, the Geneva Convention 1973 and the Athens Convention 1974, whichever is applicable.

We cannot accept any liability for loss, damage or expense where it is your own fault, or due to the actions of someone unconnected with your holiday arrangements, or due to unusual or unforeseeable circumstances or events which neither Patrick Syder Travel, our agents or suppliers could have anticipated or avoided, even with the exercise of all due care.

The governing law of any contract shall be the law of England and the parties shall submit to the exclusive jurisdiction of the English Courts

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