

BOXWOOD TOURS

BOOKING CONDITIONS

Your contract for your holiday is with Boxwood Tours Ltd, a private limited company registered in Cardiff, company number 7383514, and whose office is at Rhiw, Llanbedr, Gwynedd LL45 2NT ("Boxwood Tours Ltd"). This contract is made on the terms of these Booking Conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

YOUR FINANCIAL PROTECTION

For tours including flights: When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

"We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)."

"If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."

For tours not including flights: When you buy a package holiday from us which does not include a flight, the money paid to us by you for your holiday will be protected for the package purchased and we will issue a **Financial Failure Certificate** (which we issue due to our insurance product in place to protect payments to us until tour completion). In the unlikely event of our insolvency prior to your holiday you will receive a refund of monies paid to us for your package holiday, or if you have already started your holiday then you will be able to complete your package holiday.

ABTA

We are a Member of ABTA, membership number Y6191. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

1. YOU PAY A DEPOSIT

When booking a holiday, you (as 'Party Leader') must sign a Booking Form accepting on behalf of your party the terms of these Booking Conditions and pay a deposit of £200 per person per holiday, unless otherwise notified to you at the time of booking.

2. YOU PAY THE BALANCE

Within 3 weeks from making your booking with us, you will receive a Booking Confirmation Invoice which will show the balance of the holiday cost which you must pay us not less than 8 weeks before the departure date. If you have made your holiday booking within 8 weeks of departure, the full holiday price is immediately payable at the time of booking.

3. IF YOU CANCEL

You or any member of your party may cancel your holiday at any time provided that the cancellation is made by the Party Leader signing the Booking Form and is communicated to us in writing at our office address above. As cancellation by you in this manner incurs administration costs, you will have to pay the applicable cancellation charges up to the maximum shown below:

Period before departure within which written cancellation is received.

Amount of cancellation charge as % of holiday price

More than 49 days	Loss of deposit
49-42 days	30%
41-29 days	60%
28-15 days	90%
14-0 days	100%

Please note that if the reason for your cancellation is covered under the terms of your insurance policy, then you may be able to reclaim these charges.

4. IF YOU CHANGE YOUR HOLIDAY

4.1 If, after our Holiday Confirmation Invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the Party Leader who made the booking. 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. Note: Certain travel arrangements (e.g. for flights) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

4.2 If you are prevented from travelling on the holiday you booked by genuine circumstances (e.g. insurable risks or other circumstances beyond your control), you may transfer your booking to another person provided they meet all the requirements relating to that holiday, that the holiday arrangements remain the same and subject always to all suppliers relating to the holiday booked (e.g. accommodation providers, etc.) agreeing to accept the name change. If the suppliers relating to the holiday booking do not accept a transfer of the name to another person, then such request to transfer will be deemed to be a cancellation of the holiday and be subject to the cancellation provisions at Clause 3 above. You must provide proof of why you are unable to travel at the time you request to transfer your booking. The booking cannot be transferred within 30 days of the date of departure. If the transfer is allowed, then any extra charges levied by suppliers will apply. Bookings may not be transferred to another person in any other circumstance. In the event of you transferring your booking to another person, you are jointly and severally liable for payment of the holiday price and other associated expenses. The person to whom the booking is transferred must agree to be bound by these Booking Conditions.

5. IF WE CHANGE OR CANCEL YOUR HOLIDAY

5.1 Whilst we aim to keep to the itineraries booked as closely as possible to that listed, it is sometimes necessary in the interests of our customers to vary the itinerary, or overnight hotels, or make other changes to your holiday. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of customers required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in clause 5.3 below.

5.2 In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used in our advertisement materials. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

5.3 If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

Period before departure within which notice of Cancellation Amount you will receive from us if major change is received by us or notified to you

49-42 days	10%
41-29 days	15%
28-15 days	20%
14-0 days	25%

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. **Force Majeure** We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

6. CARRIERS & INTERNATIONAL CONVENTIONS

You are advised that no coach, air, rail or sea transport is owned by Boxwood Tours. Such transport is subject to national & international conventions which may limit or exclude liability, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

7. OUR LIABILITIES & RESPONSIBILITIES TO YOU

7.1 If the contract we have with you is not performed or is improperly performed by our suppliers or us, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to:

- you, or a third party unconnected with the provision of the travel arrangements, and where the failure is unforeseeable or unavoidable; or
- unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which we or our suppliers, even with all due care, could not foresee or forestall.

7.2 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- any relevant international conventions, as detailed in clause 6 above.

7.3 Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in Clause 5. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 (www.auc.org.uk).

8. RIGHTS OF REFUSAL

We must point out that we reserve the unconditional right to refuse a booking for any reason. Please also note that some of the gardens or other attractions that you may visit as part of your itinerary, require a lot of walking and are unsuitable for wheelchair users or those who need aids to walking. We ask you to let us know of any difficulties you may have in being able to walk unaided and reserve the right to refuse your booking if we feel that a particular tour is unsuitable for the purposes of being able to enjoy the features of the holiday itself.

9. FAILURE TO DISCLOSE INFORMATION

We reserve the right to cancel your holiday if the information given in your Booking Form is found to be inaccurate or misleading in any way.

10. PROMPT ASSISTANCE IN RESORT

If the contract we have with you for your package holiday is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services that make up the package, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such assistance as is reasonable in the circumstances.

11. EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any such excursion or tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of such excursion or tour or for anything that happens during the course of its provision by the operator.

12. PRICE VARIATION

The price of your holiday is fully guaranteed and will not be subject to any surcharges.