

## **Steppes Travel Booking Terms & Conditions and supplementary General Information**

The following booking conditions, general information and the supplementary information, form the basis of your contract with Steppes Travel Ltd, trading as Steppes Travel, Steppes Discovery and The Traveller, 'The Company', 'we', 'us', 'our'. Steppes Travel Ltd, of 51 Castle Street, Cirencester, GL7 1QD, is registered in England under number 03307429. 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 detailed in paragraph 10.
- (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.

### **1. Making your booking**

Please complete the booking form and forward it to The Company with a deposit of at least 20% of the total booking value. Where applicable an additional deposit payment may be required to cover any extra costs. All payments by credit card are subject to a 1.75% fee. Please note that if you are booking 12 weeks or less before departure then full payment is required at the time of booking.

Subject to availability, The Company will confirm acceptance of your booking by issuing a confirmation invoice. A binding contract comes into existence between you and The Company when a Confirmation Invoice is dispatched to you or your Travel Agent. If The Company cannot accept your booking, any payment you have made to The Company will be refunded. Special requests should be indicated on the Booking Form at the time of booking or made in writing to The Company as soon as possible. The Company will try to arrange for reasonable special requests to be met, but cannot guarantee that they will be, nor will failure to meet any special request be a breach of contract on the Company's part.

Many airlines now require the full names of all passengers travelling. We will therefore ask you at the time of booking to confirm the number of members in your party and to provide us with the first forename, title and surname of each member (as shown on each passport). The information that is completed on the booking form will be sent to Airlines, it is mandatory that we receive this information correctly; if not the Company cannot be held liable.

### **2. Airlines & Other Suppliers**

Steppes Travel Ltd, act only as agent for the airlines and suppliers of services. These suppliers provide these 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 (available upon request), and subject to the laws of the country.

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 excursion or other tour that you book, your contract will be with the supplier of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision.

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.

### **3. Your responsibilities**

(a) It is your responsibility to ensure that visas, passports, vaccination certificates and other health documents are in order before departure. Advice on health requirements may be obtained from your GP or alternatively please read the leaflet Advice on Health for Travellers which is available from the Dept of Health.

(b) The Company is unable to accept responsibility for any decisions, actions, losses or delays in relation to any failure by you to obtain or carry the correct documentation and the consequential effect it may have on the visit itself, except where caused by the negligence of The Company or any of its employees or agents. The Company will not be liable for clients missing flights as a result of late check-ins, and no refunds will be given if you fail to take up any component of your arrangement.

(c) If, in the reasonable opinion of The Company or of any other person in authority you or any member of your party behaves in such a manner as to cause or be likely to cause danger, distress or annoyance to others or damage to property, your (or the person's) concerned) arrangements may be terminated by The Company or the supplier concerned. In such an event, you must pay any compensation or meet any costs or expenses which you and/or The Company incur as a result.

(d) Travel insurance is mandatory on all of our trips. We do offer insurance, details of which are found on our web site. Should you choose to arrange your own insurance we will require you to let us have evidence of your insurance at least 8 weeks prior to departure or at the time of booking if later. We reserve the right to terminate your booking without refund if you fail to obtain travel insurance cover. Particular care should be taken to ensure that you have adequate cover, in particular for cancellation and emergency repatriation in the event of medical problems.

### **4. The responsibilities of the Company**

a) Please note, in comparison with more conventional locations, the destinations you choose (which may include very remote areas) may not achieve the level of sophistication and development that might normally be expected. Facilities in some areas will be found to be of a basic nature and more appropriate to the local culture than foreign tourists.

b) Subject to these Booking Terms & Conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, we will pay you reasonable compensation. 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. 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:-

i the act(s) and/or omission(s) of the person(s) affected;

ii the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

iii unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

iv an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

c) We do not exclude or limit any liability to our clients which may arise from proven negligence by any person employed directly by us or by our suppliers and subcontractors, servants or agents of the same whilst acting in the course of their employment (other than air and sea carriers performing any domestic internal or international carriage of whatsoever kind) in respect of death, bodily injury or illness. Such liabilities shall be subject to English law and all proceedings shall be within the exclusive domain of the English courts.

d) The Company's acceptance of liability in this clause is conditional upon you assigning to The Company all rights you may have against any third party in any way responsible for personal injury, illness, death, deficiency or difficulty in question and upon you giving your full co-operation to The Company and/or its insurers.

e) If booking your own flights, or transportation, we strongly advise you to only book fully flexible fares, which can be cancelled or changed without charge prior to departure. If you have booked your own flight or transportation, the Company will not be held responsible or liable should they be cancelled, amended or you fail to reach the point at which the services offered by The Company commence.

f) Force Majeure. Except where otherwise expressly stated in these Booking Terms & Conditions, The Company regrets it cannot accept liability or pay any compensation where the performance or prompt performance of its contractual obligations are prevented or affected by or you otherwise suffer any damage or loss as a result of 'Force Majeure'. In these Booking Terms & Conditions, 'Force Majeure' means any event which The Company or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war, or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial

dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events beyond The Company's control. UK Foreign office advice against travel to an area for the above reasons will be treated as 'Force Majeure'.

## **5. Price Policy**

(a) After a confirmation invoice has been issued, the price of your arrangements is still subject to the possibility of surcharges in certain limited circumstances. However, subject to the correction of errors, a surcharge will only be levied to reflect increases in transportation costs (including fuel and scheduled airfares), dues, taxes (including a change in either foreign or UK VAT), fees chargeable for services (such as landing taxes and embarkation or disembarkation fees at ports or airports), or adverse variations in exchange rates which have been used to calculate the price of your arrangements. Surcharges will be notified by a Supplementary Invoice sent to you (or your travel agent).

(b) The Company undertakes however, not to levy a surcharge within 10 weeks (70 days) of departure except in the circumstances set out in (a) above and:

(c) Even when our costs increase as set out in 5. (a) above, the Company will absorb a total equivalent to 2% of the cost of your confirmed arrangements. Only if the increased costs exceed this 2% will The Company levy a surcharge. If a surcharge made would increase the total price of your arrangements by 10% or more, you may cancel your booking within 14 days of the date of issue of the supplementary invoice and obtain a full refund of all payments made to The Company, except for any amendment charges previously incurred.

## **6. Amendments & Cancellation**

(a) Amendments by you. While The Company will make every effort to assist you if you wish to alter your arrangements it cannot guarantee it will be able to meet such requests. Requests for an amendment must be in writing, and signed by the signatory of the Booking Form. In the event of an amendment all communication charges and other expenses and all costs and charges incurred or imposed by any of our suppliers will be payable by you together with an amendment fee of £50 per amendment. If you change your booking less than 10 weeks before departure, this will be treated as a cancellation by you and a re-booking, and the normal cancellation charges detailed in paragraph 6 (b) below will apply.

(b) Cancellation by you. Should you or another member of your party need to cancel your arrangements, you must tell us in writing. Your notice of cancellation will only be effective when it is received in writing at our offices. As we incur costs from the time we confirm your booking the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the total cost payable by the person (s) cancelling excluding insurance premiums and amendment charges (which are non-refundable). Period before departure from when written notification is received by us: Cancellation charge per person cancelling:

141 days or more full deposit 71 days - 140 days 30%

56 days - 70 days 50%

55 days or less 100% charge

Note: Certain arrangements (such as scheduled flights) could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges above. If your cancellation falls within the provisions of your travel insurance policy you may be able to make a claim which must be made direct to your insurance company.

## **7. Amendments and Cancellations by The Company before departure.**

We take great care to provide the tour arrangements that have been confirmed, but we must retain the right to modify or cancel any tour, flight schedule, accommodation or arrangement. Most changes are minor. Occasionally we have to make a 'significant change'. 'Significant changes' in these booking conditions include the following changes when made before departure; - a change of flight time by more than 8 hours, a change of international airport (except between airports serving the same city), a change of destination or a change to a lower official classification or standard of accommodation for the whole or a major part of the time you are away. Note: Any change in the identity of the carrier (s), flight timings, and/or aircraft type is deemed to be a minor change.

In such circumstance, we will inform you as soon as possible. Should the change be such that it significantly alters the nature of the tour (as defined above), we shall give you the choice of an alternative tour or a full refund of all money paid. In recognition we will absorb all financial loss consequent upon cancellation. We shall not cancel any tour for reason of political tension or natural disaster unless specifically recommended to do so by the Foreign Office.

## **8. Group Tour Cancellation**

The prices of group tours are based on a varying minimum number of passengers travelling. If this minimum number is not reached, at least 12 weeks prior to the scheduled departure date we will either cancel the tour and offer a refund in full, or we may propose a supplementary charge to enable said tour to operate, subject to the passenger's agreement.

## **9. Complaints**

If you are unhappy with a service or facility provided in connection with your arrangements, you should address your complaint immediately to The Company's local representative and, if relevant, to the management of the hotel or other supplier whose services are involved, so that The Company will have an opportunity to correct the matter whilst you are away.

If the problem cannot be solved locally however, you must write to us within 28 days of your return to the UK giving your booking information and full details of your complaint. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint promptly and this may affect your rights under this contract.

These Booking Terms & 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 which lie within the United Kingdom.

## **10. Privacy Policy**

The process of booking your holiday requires that we use the personal data you provide such as your name and address. In addition we may need some sensitive personal data such as special needs or dietary preferences etc. This information is passed on to the airlines and hotels and any other suppliers of your travel arrangements on a 'need to know' basis. If we cannot pass this information to the relevant suppliers, we cannot accept your booking. In making a booking, you consent to this information being passed on to the relevant persons. The information may also be provided to public authorities, as required by law. You should also be aware that controls on data protection in many of the countries we deal with are not as strong as in the UK. We will however not pass your information on to any person not responsible for part of your travel arrangements unless required to do so by law. Full details of our data protection policy are available upon request.