

AMSAAN UK TERMS AND CONDITIONS

1.General

These terms and conditions form a legal agreement (hereinafter -“Agreement”) between **You** as a “traveller”) (hereinafter -“Customer”) and **Amsaan Accessible Tours UK Ltd** (“Amsaan UK”). Amsaan UK may amend these Terms from time to time with notice to Customer.

2.Acceptance of the T&Cs

Terms and Conditions set out your rights when you purchase travel services (hereinafter also “tours”, “travel packages”) from us. By making a booking, you are accepting these terms and conditions and provide consent for our processing of your personal information. This terms and conditions regulated by the laws of England and Wales.

3.Application of these T&Cs

An agreement will exist between us once you have made your booking, which means paid your deposit, and we have issued you with our booking confirmation. If any part of Our Terms is found to be invalid or unenforceable, then the remainder of them will not be affected and will remain valid and enforceable.

4.Your Booking with Amsaan UK

4.1. When you make a booking, you guarantee that you have the authority to accept this Agreement on your behalf. It is your responsibility to ensure that all of the details on your travel documents are correct. Please note that bookings with Amsaan UK do not include flights to or from your destination.

Ensure to verify that all names, dates, and timings in your documents are accurate upon receipt, and alert us immediately if there are any mistakes, as modifications can't be made afterwards. Failure to inform us about any discrepancies in any document right away may compromise your rights.

The booking details you share with us will only be relayed to the pertinent suppliers of your travel services or others who are essential for coordinating your travel arrangements. Consequently, information might be shared with public authorities like customs or immigration when demanded or mandated by law. This extends to any sensitive information you provide, such as disability details, or dietary and religious preferences. Some information might also be conveyed to security or credit verification companies.

Please note, it is your responsibility to comply with all vaccination requirements in the country of travel. Amsaan UK will not be responsible in case you're denied entry due to lack of vaccinations or compliance with other entry requirements.

4.2. Customer`s Account Registration and Maintenance

- (1) To utilise specific features on Amsaan UK, you need to create an "account". You are tasked with safeguarding your account password and login information and are responsible for any activity related to your account.

- (2) You must inform us promptly if you perceive unauthorised usage of your account. Your account is intended for personal, non-commercial usage only. It's not permissible to pretend to be someone else (e.g., assume a celebrity's identity or use pseudonyms), set up an account for someone else, use an email address that isn't yours, or establish multiple accounts on Amsaan UK.
- (3) Amsaan UK reserves the authority to terminate your account at any point, for any reason which may violate our guidelines. We reserve the right to halt or suspend your account or your access to the Website, either partially or fully, at our exclusive discretion, for any reason, without providing notice or incurring any liability. For instance, we may suspend or terminate your account or website access if there's misuse. Such termination or suspension might restrict you from accessing your account, the Website, your Content, Website Content, or any related data.
- (4) You can terminate your account whenever you wish by closing or deleting your account and ceasing your use of all portions of the Website. As a user of Amsaan UK, you comprehend and agree that: Neither Amsaan UK nor its affiliates will be liable to you or others for any unauthorised transactions executed utilising your account details.

5. Deposits & Payment

Amsaan UK offers payment options to all customers, which depend on the type of tour and tour season - as noted below:

1. **“Standard tours”** - tours for all dates (except for the cases specified in the paragraphs: (5.1.2) Tours for the New Year and Christmas period; (5.1.3) Tours for Children Holidays period).

Terms of payment: 40% of the tour price - a non-refundable deposit payable at the time of booking. The remaining 60% of the tour price should be paid not later 40 days prior tour departure.

Payment of the remaining 60% of the tour price is possible to split into equal payments per month, the last of which should be taken 40 days prior to the tour departure.

2. **“Tours for the New Year and Christmas period”** from 20th December to 04th of January.

Terms of payment: 40% of the tour price - a non-refundable deposit payable at the time of booking. The remaining 60% of the tour price should be paid not later 70 days prior tour departure.

Payment of the remaining 60% of the tour price is possible to split into equal payments per month, the last of which should be taken 70 days prior to the tour departure.

3. **“Tours for Children Holidays period”** from 22nd of October to 04th November; from 25th of March to 04th of April.

Terms of payment: 40% of the tour price - a non-refundable deposit payable at the time of booking. The remaining 60% of the tour price should be paid not later 70 days prior tour departure.

Payment of the remaining 60% of the tour price is possible to split into equal payments per month, the last of which should be taken 70 days prior to the tour departure.

5.1. Processing of the deposit

After you have paid your deposit, we will automatically process the remaining balance due on the date(s) specified in your booking invoice from the same credit/debit card used to pay the initial deposit.

If you need to change the payment card, please notify us at info@amsaantours.com at least five working days before the due date.

If we do not receive payment, you will receive an email, and have up to 10 working days for the balance to be settled, after which time we will consider your holiday Cancelled by You.

Late payments which are processed 1-10 days after the balance due date will be subject to a late payment charge of £50 per transaction.

6.Tour Prices

6.1. The prices quoted in our brochures, on our website, or in our publicity and promotions are correct at the time of publication. In the event of any change in our prices or offer conditions to those stated, - we will notify you prior to accepting your booking.

All of our prices are quoted in GBP £ Sterling.

(a) Holiday (tour) arrangements or extra services

We reserve the right to issue an invoice to you on any charges levied on us by our suppliers in respect of extra services made/ordered by us on your behalf.

Please note, our prices do not normally include:

- (i). Visa fees, overseas airport departure charges payable locally, portorage, personal expenditure, hotel extras, fuel and extras for car hire;
- (ii). Taxes or compulsory charges introduced by Governments, regulatory bodies or airlines after you have booked;

Security charges introduced or increased after you have booked relating to transportation costs.

The price payable by you for your holiday and what this price includes will be confirmed to you by us at the time of booking and set out in our booking confirmation.

6.2. Terms for usage of the Discounts and Promo Codes

Amsaan UK may from time to time offer a special discount and/or promo codes for booking of the tour or other Amsaan UK services. Please note the following rules, which applies for usage of a special discount and/or promo codes:

- (1) You can't mix different discounts and/or promo codes unless we inform otherwise. Discounts does not work for bookings you've already made.

- (2) You can only use discounts and/or promo codes on new bookings and you have to use them when (in time) you're making the booking. If you're booking online, enter the promocode before you finish checking out. If you're booking through our representatives, tell them the promo code before they finish the booking.
- (3) Remember, you can only use one discount or one promo code for each booking. Unless we inform otherwise, you can't use a promo code and a returning customer discount on the same booking. If you add a returning customer discount, it will remove any promo codes from the booking.
- (4) You can't use promo codes on bookings you've already made. You can't give your promo code to someone else or swap it for cash or credit. Discounts and/or promo codes only work for certain items and depend on if those items are available.
- (5) We might change or remove discounts and/or promo codes at any time. Contact us to find out the rules for a specific promo code. If you get any extra discounts, they will be figured out based on the price after the promo code discount has been used.

7.Passport, Visa and Immigration Requirements

It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your travel. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

It's your responsibility to make sure your passport(s) are valid with a minimum of 6 months remaining from the date you return from your trip and have at least 3 empty pages for visas, entry and exit stamps, and so forth.

You also need to ensure that you have all necessary travel documents, including valid visas, health documents, insurance, driving licences, and any other documentation required for entry or other travel regulations of the country you're visiting. Amsaan UK is not liable for any issues arising from failure to obtain such documents or to comply with entry requirements.

8.Insurance

Amsaan UK offers insurance policies for travelers. Details of the insurance you can find on our website and/or booking confirmation.

9.Financial Protection

Amsaan UK is a member of the Association of Bonded Travel Organisers Trust Limited, which provides financial protection when you buy a travel package (tour) through Amsaan UK. In the case of any alternative travel arrangements, which were not included in the tour but were purchased by you, this protection does not apply.

The Association of Bonded Travel Organisers Trust Limited (hereinafter – “ABTOT”) provides financial protection under The UK Package Travel and Linked Travel Arrangements Regulations 2018 for Amsaan Accessible Tours UK Ltd, membership No. 5526, and in the event of insolvency, protection is provided for:

- Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Amsaan Accessible Tours UK Ltd.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The UK Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>.

You can find out more about ABTOT here: <https://www.abtot.com/>.

10. Vaccinations and Travel Advice

10.1. Tourists should refer to the travel advice posted by the Foreign and Commonwealth Office at <http://www.fco.gov.uk/> for all the countries you intend to visit. It is your responsibility to ensure that you have arranged the necessary vaccinations, including COVID vaccine, for your itinerary.

Inability to Travel:

If you are presenting any symptoms of COVID-19 prior to your tour, or if you have tested positive for COVID-19 within 14 days of travel, in line with government advice you must remain at home and should not travel. Please inform us on email info@amsaantours.com if this is the case.

Baggage

All clients' personal belongings are brought onto the holiday at the owner's risk, and Amsaan UK's liability is limited to taking reasonable care in the handling of such items by its tour team.

10.2. Checking meals before your booking

- (1) Meals provided during the tour are outlined in the tour itinerary, which you can review on our website or on a separate blank, provided to you from us, to know which ones are included.
- (2) We can accommodate vegetarians, but please let us know when you book and tell your tour leader at the beginning of the tour. Be mindful that vegetarian meals in many places globally mean meals without meat or fish and might be different from what you're accustomed to.
- (3) We can meet specific religious dietary needs with the vegetarian option. Meals that aren't included are your responsibility and give you a chance to explore local foods.

11. Cancellations and Changes

Changes by Us

If Amsaan UK make a change to your booking, 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 from us or cancelling your booked arrangements in line with our standard booking terms. In some exceptional cases, we may change your accommodation to that of a lower star rating. In these cases, we will contact you directly and offer compensation as appropriate.

Cancellation by Us

We reserve the right to cancel departures if the number of clients wishing to travel is less than required for the tour to run.

If for any reason it is found necessary to do so, we will offer the following options:

- a) offer to transfer the tour for other dates with offset of the tour price actually paid by you towards the payment of such a tour; or
- b) full refund of the tour price paid by you.

Cancellation by You

All initial deposits paid to Amsaan UK at the time of booking are non-refundable.

To cancel an order, Amsaan UK requires written acknowledgement from you (the person who has booked the tour), and no further action will be taken until this is provided.

Please find below our cancellation terms for all bookings:

- a) Cancellations made less than 40 days prior tour departure for the “Standart tours” type: 0% of the total tour price will be refunded.
- b) Cancellations made less than 70 days prior tour departure for the “Tours for the New Year and Christmas period” and “Tours for Children Holidays period” type: 0% of the total tour price will be refunded.

Amsaan UK reserves the right to offer a refund for cancellations less than 40/70 days prior to departure in exceptional cases on a discretionary basis. In these cases, such as cancellations due to ill health, guests must provide proof of their cancellation reason, for example a signed doctor's note confirming inability to travel.

If your remaining balance is not paid on or before the due date, we reserve the right to treat your booking as cancelled, and you will be charged as per our cancellation charges in the table above.

Changes by You

If you are already participating in a Amsaan UK tour, and voluntarily decide to leave the tour early due to reasons outside of our control, Amsaan UK will not be responsible for providing a refund or compensation for any costs incurred on your part.

If you wish to change or amend any part of your booking after you have received your booking confirmation, you must inform us as soon as possible.

Where we can meet the requests, all changes will be subject to payment of an administration fee of £50 per person per change, and any applicable rate changes or extra costs incurred by Amsaan UK and any costs imposed by any of our suppliers.

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.

Transfer of Booking

If you are prevented from travelling, you may be able to transfer your place to someone else (introduced by you and satisfying all the conditions applicable to arrangements) provided:

- a) you contact us as soon as possible and provide us with the name of the replacement passengers and who they will be replacing from the original booking. We can only transfer customers up to 70 days before departure, subject to availability;
- b) you pay an amendment fee of £50 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and;
- c) the transferee agrees to these Booking Conditions and all other terms of the contract between us.

If there are any payments outstanding for the applicable booking when the transfer is requested these must also be paid before the transfer can be made.

Important note - changes beyond our control

Compensation will not apply if a significant change is made for reasons beyond our control. These include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, changes due to cancellation by a supplier; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar event.

In the event that any of the above situations occur and your trip cannot proceed as a result, then you will be issued with a travel credit for the full value of your trip to be used on a future date.

12. Compliance with the UK Package Travel and Linked Travel Arrangements Regulations 2018

Amsaan UK (as an Organiser) respect and follow Your rights (as a Traveller) regarding the tour (package) under the UK Package Travel and Linked Travel Arrangements Regulations 2018, which are also the following:

- a) Travellers will receive all essential information about the package before concluding the booking;
- b) Amsaan UK as an organiser, ensures and is liable for the proper performance of all the travel services included in the booking;
- c) Travellers will be given an emergency number or details of a contact point where they can get in touch with Amsaan UK representatives;
- d) Travellers may transfer the package to another person, as described by these Terms and Conditions;
- e) The price of the package may only be increased if specific costs rise, and in any event not later than 20 days before the start of the tour. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract;

- f) Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly by the organiser without any prior notification to the traveller according to these Terms and Conditions;
- g) Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance, if there are serious security problems at the destination which are likely to affect the package;
- h) Travellers may, before the start of the package, terminate the contract in return for an appropriate and justifiable termination fee according to the cancellation procedure prescribed by these Terms and Conditions;
- i) If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract;
- j) Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed;
- k) The organiser has to provide assistance if the traveller is in difficulty;
- l) If the organiser becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured.

13. Our Responsibility For Your Arrangements

We have taken all reasonable care to make sure that all the services offered by Amsaan UK are provided following the local and national laws and regulations of the country where services are provided. However, please be aware that overseas safety standards may be lower than in the UK.

We will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with Amsaan UK and where the failure is unforeseeable or unavoidable, or beyond our control. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements.

Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention.

14. Damages

If you caused any damages to the hotel or resort property you will be responsible for the payment of any charges incurred prior to departure.

15. Complaints Process

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotel) or your Amsaan UK representatives in resort immediately or contact Amsaan UK via email info@amsaantours.com.

If you wish to send a complaint – please contact Amsaan UK via email info@amsaantours.com.

Amsaan UK are committed to resolving all complaints within 30 days following investigation. Complaints can only be investigated within 14 days of the tour returning.

16. Unreasonable Behaviour

Should a client behave in an abusive manner, Amsaan UK reserve the right, to terminate the contract with this client no further reimbursement on respect of any lost part of the holiday or additional expenses incurred.

17. Documentation

Amsaan UK general practice is to send documents to our customers electronically whenever possible. We reserve the right to charge an administration fee should you make a request for such documents to be sent as hard copy.

18. Data Protection

18.1. We follow the requirements of the UK Data Protection Act 2018 (the Act) and General Data Protection Regulation in respect of all personal data held by us at any time.

If you have any query about data protection, please contact Amsaan UK via email info@amsaantours.com.

18.2. Consent for Media Use and Photography

- (1) When you make a booking with us, you're allowing us to use photos and videos that have you in them, along with your name and likeness, for Amsaan UK promotional and marketing materials.
- (2) Additionally, you're releasing Amsaan UK from any expected privacy or confidentiality related to the mentioned media. You understand that you're taking part voluntarily and that there will be no financial reward connected with the use or publication of such images and videos or your participation in promotional materials.
- (3) You agree that having your images and videos published doesn't give you any ownership rights or any royalties. You also release us, our employees, contractors, and anyone else involved in making or publishing marketing materials, from any liability related to claims by you or someone else regarding your participation.

19. Brochure and website contents

The content of the website or other publication materials from Amsaan UK may be updated from time to time.

20. Privacy Policy

Any personal information you provide to us will only be collected, used and disclosed in accordance with Privacy Policy.

These Terms and Conditions may be updated from time to time. It is your responsibility to check the applicable version of these Terms and Conditions before making any booking of the tour.

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