

# AMSAAN UK TERMS AND CONDITIONS

## 1.General

These terms and conditions (“Terms or T&Cs”), together with any Service Order and exhibits (if any), form a legal agreement (“Agreement”) between **You** (hereinafter also - “traveller”, including, if applicable, any legal entity that you represent or act for) (“Customer”) and **Amsaan Accessible Tours UK Ltd** (“Amsaan UK”) and sets forth the terms and conditions governing Customer’s access to and use of the Services (as defined below). Amsaan UK may amend these Terms from time to time with notice to Customer.

We are Amsaan UK and these Terms and Conditions set out what you are legally entitled to expect from us and our suppliers when you purchase travel services (hereinafter also “tours”, “travel packages”) from us.

## 2.Acceptance of the T&Cs

By making a booking with us, you are accepting these terms and conditions that apply to your booking and your travel arrangements. You also consent to our processing of personal information, you provided to us. Your agreement with us is subject to the laws and jurisdiction of England and Wales.

## 3.Application of these T&Cs

An agreement will exist between us once you have made your booking, paid your deposit and we have issued you with our booking confirmation. You should read these terms and conditions carefully. You should note in particular the content of 'our liability to you', which contains certain limitations and exclusions. 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

When you make a booking, you guarantee that you have the authority to accept and do accept, on behalf of your party, the terms of these booking conditions and those of any suppliers. It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. A contract will exist as soon as we issue your booking confirmation. When making a booking with Amsaan UK, it is your responsibility to provide as much information as possible regarding any assistance that you might need throughout the trip. Please note that bookings with Amsaan UK does not include flights to or from your destination.

After booking, we advise all guests to seek check on recommended vaccinations and precautions from a health professional (either a GP, a practice nurse, a pharmacist or a travel

health clinic) at least eight weeks prior to departure to ensure that they are fit for travel. 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. Further travel health advice can be found on <https://travelhealthpro.org.uk/countries>.

## 5. Deposits & Payment

At Amsaan UK, we offer payment options to all customers, which depends on the type of the tour and tour season - as noted below:

1. **“Standard tours”**, which means Standard tours for all dates (except for the cases specified in the paragraphs: (5.2) Tours for the New Year and Christmas period; (5.3) 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 20<sup>th</sup> December to 04<sup>th</sup> 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 22<sup>nd</sup> of October to 04<sup>th</sup> November; from 25<sup>th</sup> of March to 04<sup>th</sup> 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. Please note that, regardless of the payment option chosen, the final balance payment for all tours must be made at least 40/70 days prior your departure date depending on the tour type.

We will take all payments automatically from the same credit/debit card used to pay the initial deposit. If you need to arrange for the remaining balance to be collected from a different card, please notify us at **info@amsaantours.com** at least five working days before the due date to avoid payment being collected from the original card.

If we do not receive payment or there is an issue with collecting payment, you will receive an email or letter of notification, and have up to 10 working days for the balance to be settled, after which time we will consider your holiday cancelled and place(s) forfeit. In the event of cancellation after this payment is taken, please see the 'Cancellations by You' section below. 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.

If the deposit quoted is less than 40% (for example, promotional reductions, etc), we will require payment of the remaining deposit amount one month after the initial deposit is made. In certain circumstances (depending on the nature of the booking) we will require a non-refundable deposit in excess of the usual 40%. On occasions, our suppliers require additional amounts up to full payment in advance (for example for Christmas bookings). On these occasions we will require additional payment in advance.

## 6.Tour Prices

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 to those stated we will notify you prior to accepting your booking. All of our prices are quoted in GBP £ Sterling.

### (a) Holiday arrangements or extra services

We reserve the right to pass on any charges levied on us from time to time by our suppliers in respect of any other holiday arrangements or extra services made/ordered by us on your behalf:

- (i). Return transportation costs including luggage allowance as confirmed;
- (ii). Overseas transfers/transportation;
- (iii).Additional accommodation options, meals (which were not included in the tour);
- (iv).The services of a representative, tour guide or an appointed local agent, including a 24-hour emergency contact (except cruises);

- (v). All UK departure taxes, fees and passenger charges;
- (vi). Any applicable overseas port charges;

*Our holiday price does not normally include:*

- (i). Visa fees, overseas airport departure charges payable locally, portage, 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;
- (iii). Security charges introduced or increased after you have booked relating to transportation costs;
- (iv). Holiday insurance.

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.

#### (b) Group bookings and discounts

Some bookings or prices are dependent on the number of participants or occupants and if this applies to your arrangements you will be notified by us at the time of booking. We reserve the right to make further charges where numbers fall below those required to qualify for the discount offered or price otherwise appropriate. We also reserve the right to cancel such a booking in the event that numbers fall below the required number at any time up to 30 days prior to your due date of departure.

#### 7. Passport, Visa and Immigration Requirements

It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant High Commissions, embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

#### 8. Insurance

Travel insurance is a vital part of your arrangements. Amsaan UK offers insurance policies for travellers. Details of the insurance you can find on our web-site and/or booking confirmation.

#### 9. Financial Protection

We provide financial protection when you buy a package holiday through Amsaan UK.

In the case of any alternative travel arrangements (such as extra accommodation purchased by yourself) this protection does not apply, nor does it apply to any care packages or equipment bought outside of the Amsaan UK tour itself.

Please note that the Amsaan UK financial protection provided by the Association of Bonded Travel Organisers Trust (ABTOT) bond and is applicable exclusively to consumers who book their travel arrangements within the United Kingdom. If you are booking from a location outside of the UK, you may not be covered by ABTOT's financial protection scheme.

UK consumers are financially protected under the ABTOT bond, which ensures that in the unlikely event of our insolvency, you will receive a refund or be able to continue your travel plans as scheduled. This protection is designed to offer you peace of mind when booking your travel arrangements with us.

For consumers booking from outside of the UK, we recommend reviewing your country's specific travel regulations and financial protection schemes, as they may differ from those in the United Kingdom.

By proceeding with your booking on this website, you acknowledge and accept the aforementioned terms regarding ABTOT's financial protection and its application to UK consumers.

#### 10. Travel Advice and Vaccinations

British Citizens 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. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged necessary vaccinations for your itinerary.

##### *COVID Vaccine Guidance:*

We recommend that all guests have had at least their first COVID vaccine before coming onto our tours. However, if you are medically exempt, or do not wish to have the vaccine, this is not mandatory.

It is each guests' responsibility to ensure that they meet the vaccine or testing requirements of their holiday destination ahead of travel.

##### *Testing Guidance:*

If you have not received a vaccine prior to joining one of our tours, we will require to provide a negative COVID test result within 48 hours of departure, and proof of this test result will need to be presented to the Amsaan UK Support Team at the chosen pick-up point.

If you experience any COVID symptoms in the week leading up to your tour, whether you have had the vaccine or not, you must ensure that you also get a COVID test prior to departure for the safety of all guests on the tour.

*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](mailto:info@amsaantours.com) if this is the case.

If you are unable to travel or provide a negative result within a week of the tour departing, we will unfortunately need to cancel your booking and would recommend you contact your insurance provider for next steps.

*Baggage*

Baggage allowances and policies differ depending on the holiday. If you require specific information about baggage allowances, please contact us before you book.

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. In the interests of the health and safety of employees and agents, we ask clients to be thoughtful of the weight of their individual suitcases and it is possible that clients will be refused portage facilities for suitcases which exceed a standard weight limit.

11.Cancellations and Changes

***Changes by Us***

If we make a change to your booking, we will inform you as soon as reasonably possible if there is time before your departure. These may include (but are not limited to) the following changes: a change in accommodation to that of the same category, a change of UK departure point, a change of supplier, a change of excursion choices, or a change in the time of your departure or return by more than 5 hours. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us (we will refund any price difference if the alternative has a lower value), 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. We will not normally cancel a holiday after payment of the balance becomes due (40 days before departure as standard) unless there has been an

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

- a) the chance 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.

We strongly advise that guests take out adequate travel insurance with an independent provider for all bookings regardless of destination.

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. Whilst we will do our best to assist, we cannot guarantee that we will always be able to meet your requests.

Where we can meet the requests, 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 by ourselves and any costs or charges incurred or imposed by any of our suppliers.

You should be aware that any of these costs could increase the closer to your departure date that changes are made, and that you should contact us in the earliest instance to avoid an increase in charges.

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 of £50 per person per change will be charged in these circumstances. is given. An administration fee of £50 per person per change will be charged in these circumstances.

### ***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. You and the transferee remain jointly and severally liable for the payment of all sums. If you are unable to find a replacement, cancellation charges as set out herein will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Please note that replacement customers will be accepted subject to our assessment of a completed care questionnaire, and that if our Care Manager deems the replacement customer to require any mobility equipment and/or care packages above the original booking requirements, an additional charge will be incurred for these products and services. If the original customer paid for mobility equipment and/or care packages, it may not always be possible to refund the costs if no longer required by the replacement customer if these have already been booked by Amsaan UK.

### ***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.

Please ensure that you have given your contact email address to Amsaan UK and that you regularly check for messages before you leave. Amsaan UK has no control over changes made by suppliers and accepts no liability for costs which may arise as a result of such changes.

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

The combination of travel services offered to you is a package within the meaning of the UK Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all rights applying to packages. Amsaan UK will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Amsaan UK has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

*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 the following:*

- a) Travellers will receive all essential information about the package before concluding the package travel contract;
- b) Amsaan UK as organiser, ensures and is liable for the proper performance of all the travel services included in the contract (purchased tour);
- 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, on reasonable notice and possibly subject to additional costs as described by these Terms and Conditions;
- e) The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. Since Amsaan UK reserves the right to a price increase, you as the traveller has a right to a price reduction if there is a decrease in the relevant costs;

- 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 and this substantially affects the performance of the package and the organiser fails to remedy the problem;
- 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 that make up the arrangements made by Amsaan UK are provided by efficient and reputable businesses. These businesses should follow the local and national laws and regulations of the country where they 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 the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual or 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. 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 (for example 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.

#### 14. Damages

If any damage is caused to hotel or resort property whilst you are away on a Amsaan UK holiday, this must be rectified in line with the policy of your hotel/resort, and 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. Should they be unable to resolve the matter, please contact Amsaan UK in the UK, either via the person with whom you made your arrangements, or through the email [info@amsaantours.com](mailto:info@amsaantours.com). If you fail to contact Amsaan UK, we will not be permitted the opportunity to investigate your complaint and rectify any error whilst you are away, and this may affect your rights under this contract.

Should a customer wish to make a complaint regarding services provided by Amsaan UK, this must be notified in writing to [info@amsaantours.com](mailto:info@amsaantours.com). All complaints will be acknowledged within 3 working days of receipt, and 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

Amsaan UK staff should be able to complete their duties without harassment or disruptive behaviour from clients. Should a client behave in an abusive or disruptive manner, Amsaan UK and its staff reserve the right, after consideration and warning, to terminate the contract with this client. In such circumstances, the client will have no further reimbursement from the company in 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

We observe 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. We will not use

any personal data relating to you which we hold at any time for any purpose other than in connection with your booking. We do not share financial details with any third parties. We will not pass on personal data save where this is necessary in connection with the performance by us of our contract with you or as otherwise authorised by you. If you wish to find out more about the personal data we hold relating to you or have any query about data protection, please contact Amsaan UK via email [info@amsaantours.com](mailto:info@amsaantours.com) and we have notified our legal officer. In order to find out more about our notification and the requirements of the Act you should visit the site of the Information Commissioner at [ico.org.uk](http://ico.org.uk).

#### 19. Brochure and website contents

We take reasonable care to ensure the accuracy of the information contained in our brochures and on our website. However, content is subject to change, often due to the actions of our suppliers (e.g. hotels, activity providers etc). We will endeavour to notify you of any change known to us and affecting your holiday prior to issuing you with our booking confirmation and after that, as soon as we are notified by our Suppliers. We do not generally use linking or framing. We are not responsible for the content, policies and services of any sites linked to or accessible via our website.

#### 20. Privacy Policy

At Amsaan UK we understand that how we collect, use, disclose and protect your information is important to you. Amsaan UK Privacy Policy sets out the types of personal information we receive and collect when you use our services, how we collect it, and what we do with it, as well as some of the steps we take to safeguard information. Any personal information you provide to us will only be collected, used and disclosed in accordance with Privacy Policy. We hope this will help you make an informed decision about sharing personal information with us. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

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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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