

Terms and Conditions

Camino Tours Ltd ("the Company") accepts your ("the Customer") booking under the following terms and conditions:

1. General

These terms and conditions, together with the specific booking information and any other written information brought to your attention before we confirm your booking, form the basis of your contract with the Camino Tours Ltd (company registration number 8751927) in respect of the tour to be provided by the Company. Please read these terms and conditions carefully and contact us if you have any queries.

Within these conditions, 'you' and 'your' means all persons named on the booking. By making a booking, the 'lead passenger' specified in the booking will be deemed to have accepted these conditions on behalf of all passengers named within the booking. All passengers named on a booking may be referred to as the 'party'.

None of these terms and conditions are intended to contravene or contradict The Package Travel, Package Holidays and Package Tours Regulations 1992 (so far as applicable to your booking) or The Unfair Terms in Consumer Contracts Regulations 1999 and your statutory rights under any such legislation are not affected.

No agent or employee of Camino Tours Ltd., other than a director, has the authority to vary or omit any of these conditions or promise any discount or refund.

2. Lead Passenger

The Lead Passenger is the person responsible for the booking. The Lead Passenger will be the person to whom all correspondence is addressed and who is responsible for accepting these terms and conditions and making any payments. However, for the avoidance of doubt, the lead passenger's signature confirms his or her responsibility for all payment due in respect of all persons within the party. The Lead Passenger must have passed their 18th birthday at the time of making the booking.

3. Booking Process

Booking enquiries can be made by telephone, by email or in person.

When you let us know that you would like to proceed with a booking we will issue you with booking information which will detail the price of your tour and what this includes, together with a copy of these terms and conditions. You will also be provided with a booking reference number. The information will be valid up to the date specified in the booking information. Your booking will be confirmed when we have received your agreement to the information provided, your acceptance of the terms and conditions and your initial non-refundable** deposit of 25% of the total price. At that point a contract is entered into between us.

The balance is due 6 weeks before departure or immediately if the booking is made within 6 weeks of the departure date.

.
** however, please see section below regarding cancellation by us

If payment is not made when it is due, we will be entitled to cancel the booking without notice and treat this as a cancellation by you.

4. Group Bookings

If you wish to make a group booking (being the booking of a party of 5 or more individuals) then please contact us to discuss your requirements further. If we quote a price for a group booking which is based upon a specified number of individuals then, in the event of the size of the group increasing or decreasing in size, we may alter our quoted price accordingly to reflect the revised numbers. Any changes made following the issue of your booking confirmation will be dealt with as a requested change, as detailed in these terms and conditions. Please note that we reserve the right to charge larger deposit in respect of group bookings and we will advise you of this when discussing your booking enquiry.

5. Payments

We accept electronic transfer of funds via our e-commerce system and we accept electronic transfer of funds, by the BACS system, direct to our bank account. If you wish to make payment via bank transfer, please ask us for the details of our bank account. We only accept payment in pounds Sterling.

We will not accept responsibility for any monies sent by post. We reserve the right to pass on any charges relating to returned cheques and credit card charge backs. We reserve the right to charge 5% of the total of all monies due in relation to payments made by credit card.

We will not be responsible for documents mislaid or lost in the postal system. Upon request, we can send documents by registered post or courier but this will be subject to an additional fee.

6. Changes by You

If you wish to change any part of your confirmed booking, you should inform us in writing as soon as possible. This should be done by the Lead Passenger named on the booking. Whilst we will do our best to assist you, we cannot guarantee that we will be able to meet your request.

Where it is possible to accommodate a change request made by you, any changes made will be subject to an administration fee (which will be advised to you at the time). In addition, you will also be required to meet any extra costs incurred by us (and any costs or charges incurred or imposed by any of our suppliers) in making the requested change. Where we are unable to accommodate your change request and you no longer wish to travel on the basis of the original booking, this will be treated as a cancellation of your booking and cancellation charges will be payable by you, as outlined below.

If, once your booking is confirmed, you are unable to travel for any reason then we will allow you to transfer your booking to someone else (introduced by you, and who satisfies all of the conditions applicable to the booking) provided that (i) we are notified of this in writing at least 7 days prior to departure; (ii) an administration fee is paid; (iii) you and/or the transferee make payment of any costs and charges incurred by us and/or imposed by our accommodation providers or other suppliers, and (iv) the transferee agrees to these conditions and all other terms of the contract between us.

For the avoidance of doubt, no transfer requests or changes will be finally confirmed until full payment of all applicable charges referred to above have been received by the Company.

7. Changes by Us

Changes to the Itinerary, accommodation or transport arrangements

While the Company will do everything reasonably possible to provide your tour itinerary and details as set out in your booking information, the Company reserves the right to alter itineraries, transport or accommodation if required to do so. In the case of accommodation, a similar standard of accommodation will be obtained wherever possible. The majority of any such alterations will be minor and we will try to advise you of them at the earliest possible date.

In the unlikely event, however, that we are required to significantly alter a material part of your tour, we will notify you of this as quickly as possible in order to enable you to decide how you wish to proceed. In such event you will be entitled (i) to take an alternative tour of equivalent or superior quality, if we are able to offer that, or (ii) to take a substitute tour of lower quality if we are able to offer that (in which event the difference in price between the original and the substitute tour will be refunded to you); or (iii) to cancel your booking and obtain a full refund of all monies paid by you.

Please be aware that travel can be affected by unpredictable weather and road conditions or other factors beyond our control, and we cannot, therefore, guarantee any departure or arrival times at any particular points of a tour itinerary.

Surcharges

Surcharges may be applied solely to allow for significant and unexpected variations in transportation costs, taxes or exchange rates and Camino Tours Ltd will always absorb the first 2% or any such increases. You will be notified immediately if any surcharges need to be applied and by no later than 30 days prior to your tour.

8. Cancellation by You

If you wish to cancel your booking after our booking confirmation has been issued, you should inform us in writing as soon as possible - the effective date of cancellation will be the date upon which we receive such written notification. In the event of cancellation by you the following applies:

a) cancellation more than 6 weeks before the tour departure date (or before the date that the final balance is due, whichever is the earlier): loss of non-refundable 25% deposit unless, entirely at our discretion and taking into account all the circumstances surrounding your reason for cancellation and our ability to fill your place on the tour, we are able to offer to refund all or part of it. We will advise you of our decision in writing.

b) cancellation less than 6 weeks before the tour date: we will be entitled to charge the full amount of the agreed price in respect of your tour unless we agree (entirely in our discretion) to a full or a partial refund. We will advise you of our decision on this upon receiving your cancellation request/enquiry and will take into account all the circumstances surrounding the reason for your cancellation and our ability to fill your place on the tour.

9. Cancellation by Us

We will only cancel tours due to either:

- unforeseeable circumstances which are not in our control or which might jeopardise your safety
- or due to minimum seat numbers not being reached

We will first give you options to modify your tour or change the dates of your tour. If we cancel your tour then we will always refund you, in full, for all sums paid by you. Under no circumstances will compensation over and above the sums paid by you be made.

10. Missed Departures

You are responsible for ensuring that you have all necessary passports, visas and other travel documents if you are travelling to the UK and that you are at the correct departure point at the correct time. We cannot accept any responsibility for your failure to do so, nor any costs or expenses incurred as a result of you failing to do so (which will be treated as a cancellation by you). No monies will be refunded for any missed departures or unused services.

11. Refusal of Travel

The Company reserves the right to refuse to carry any person whose conduct or manner is likely to cause offence or upset to other passengers or cause damage to property. The Company also reserves the right to refuse travel to any person who is experiencing medical symptoms likely to cause ill health to others. It is therefore essential that you ensure that you are fit to travel on the departure date.

In such circumstances all suppliers (e.g. hotel managers, guides etc) and our tour leaders have the right to terminate all arrangements made on your behalf. In that case our responsibility to you ceases immediately and we will not be liable for any refunds, payment of compensation or reimbursement of any cost or expenses incurred as a result. Further, you will be liable to reimburse us for any expenses whatsoever that we incur as a result.

12. Our Liability and Actions of Suppliers

Some aspects of your tour are provided by independent suppliers, who provide such products and services on the basis of their own terms and conditions.

The Company will not accept or have any liability for any acts or omissions (whether negligent or otherwise) of any supplier or person providing services in connection with any tour unless such a person is employed by or under the direct control of the Company.

This does not, however, affect your statutory rights under The Package Travel, Package Holidays and Package Tours Regulations 1992, to the extent applicable to your booking. To the extent that these Regulations do apply to your tour booking, then (subject to these terms and conditions) if we or our suppliers are in breach of contract and/or negligently perform or arrange the services which we are obliged to provide for you under our contract with you (as detailed in your booking confirmation) then we may be obliged to pay you reasonable compensation, which will be calculated taking into account all relevant factors (such as, but not limited to, the extent to which this affected the overall enjoyment of your tour). Please note that it is your responsibility to show that we or our suppliers have breached the contract or been negligent. See also Paragraph 18 below.

If we are found liable to pay you compensation under the above provision, then (subject to the following paragraphs) the maximum amount which we will be liable to pay to you in respect of any claim shall be limited to twice the price paid by the affected person, in total. This maximum amount will only be payable where you or your party have received no benefit whatsoever from your booking. This limitation shall not apply to any claims relating to death or personal injury or fraud (or any other type of claim that cannot be excluded or limited at law). You must notify us of any potential claims under this

provision at the earliest opportunity and within one month of the end of the relevant tour.

We will not be responsible for, nor will we be liable to pay compensation for, any loss, cost, damage or claim to the extent that it results from (i) any act and/or omission by you; (ii) the act or omission of any third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; (iii) unusual or unforeseeable circumstances beyond our (or our suppliers') control, the consequences of which could not have been avoided even if all due care had been taken; or (iv) any event which either we or our suppliers could not, even with all due care, have foreseen or forestalled.

The Company cannot assume responsibility for any costs incurred for any travel arrangements purchased separately from the Company.

13. Special Requests

Any special requests should be advised to us at the time of booking. Whilst we will try to accommodate your reasonable special requests, we cannot guarantee that they will be fulfilled and failure to meet any special request will not be a breach of contract on our part. Where appropriate, we will pass any special requests on to your accommodation provider(s), but we cannot be held responsible for their failure or inability to meet your request. Please also be aware that some accommodation providers may make an additional charge (payable locally) depending on the nature of your request. Our Tailored Tours will always endeavour to meet your special requests but we regret that we cannot accept bookings on our Journeys through Time group tours which are conditional on any special request being met unless agreed in writing prior to booking confirmation.

14. Disabilities and Medical Problems

We will try to accommodate disabilities and medical problems where we can but please be aware that many of our tours may not be suitable. If you or any member of your party has any disability or medical problem which may affect their ability to travel on our tour then please provide us with full details at the time of making your booking enquiry, so that we can advise you as to the suitability of your chosen arrangements. If we are not informed of any disabilities or medical problems in this way then we cannot be held responsible for any cost or inconvenience incurred if we are unable to accommodate you or any member of your party.

If, acting reasonably, we are unable to accommodate the needs of the person(s) concerned then we will not confirm your booking or (if you did not give us details of the disability or medical problem at the time of making the booking request) we will be entitled to cancel your booking and to levy the relevant cancellation charges.

15. Children

We regret that we do not allow children under the age of 12 on our Journeys through Time group tours. For Tailored Tours, child prices will vary depending on, for example, the policies of relevant accommodation providers or other suppliers. Please enquire about this at the time of making your booking enquiry. Young people, between the ages of 12-18 must be accompanied by a responsible adult. That adult is responsible for the young person's conduct and their attention is drawn to the provisions of Paragraph 11 above.

16. Luggage

Unless otherwise notified, passengers are restricted to one medium sized suitcase/bag (maximum 15 kilos) and one carry-on bag per person. Luggage is carried free of charge but at your own risk. It is your responsibility to ensure that luggage is fit for travel, sturdy and waterproof.

17. Smoking

Smoking is not permitted in any transport or accommodation or in any public places or internal venues. The rules permitting vaping will vary from place to place but vaping will not be allowed in any transport provided by us.

18. Complaints

We welcome your feedback, both in respect of our own services and those provided by other suppliers (such as accommodation providers). If you have any complaint during the course of your tour then please bring this to the attention of your Tour Leader as soon as possible, and we will endeavour to resolve the matter to your satisfaction.

If your complaint is not resolved locally and you wish to complain further then please contact us, in writing, providing all relevant information necessary to enable us to consider your complaint. Please ensure that any complaints are raised with us within 4 weeks of the end of your tour, as otherwise our ability to investigate the complaint properly may be affected.

19. Your Protection

Camino Tours Ltd is a company committed to customer satisfaction and consumer financial protection. At no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Camino Tours Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form in the event of financial failure of the company. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Camino Tours Ltd. This insurance has been arranged with MGA Cover Services Limited (registered address Farren House The Street, Farren Court Cowfold West Sussex RH 13 8BP, company registration: 08444204 authorized and regulated by the Financial Conduct Authority registration number 678541) under a binding authority with the insurer CBL Insurance Europe Limited (registered address 2nd Floor 13-17 Dawson Street Dublin 2 Ireland, who are authorized and regulated by the Financial Conduct Authority registration number 203120). In the unlikely event of insolvency, you must inform MGA Cover Services Limited immediately on +44 (0) 20 3540 4422 and provide your booking confirmation form as evidence of cover and value. Policy exclusions: The financial failure insurance policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond. This policy will also not cover any loss sustained by Passenger(s) booked on a flight-inclusive package sold and commencing within the United Kingdom.

In addition to financial failure insurance, your tour will be fully covered by Professional and Public Liability insurance but we strongly recommend that you arrange your own suitable travel, medical and cancellation insurance.

20. Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly, we will need to use the personal information which you provide to us (such as your name, address, contact details, any special dietary requirements etc.). We may also use the information provided to keep in touch with you and to advise you of the Company's products and services (including special offers) from time to time. In addition, we may be required to pass this information on to third parties (such as accommodation providers or other suppliers relevant to your booking). We will not, however, pass your information on to anyone who is not involved in providing (or arranging the provision of) any product or service or product related to your booking. Where you provide us with personal details such as those mentioned above, we are entitled to assume that you do not object to us using or disclosing your information for the purposes mentioned above, unless you advise us otherwise in writing. You are entitled to see a copy of your information which is held by us – please contact us at if you would like to see this.

21. Images

Hotel images featured on our website are used for illustration purposes only. Your specific hotel, transport or places visited as part of your tour may differ from the representation provided.

You agree that any images taken whilst a participant on tours provided by us or through the supply of image(s) by fellow clients can be used in any form of media by us.

22. Hotel Extras

Parking and Leisure facilities featured at hotels may incur an additional charge and whilst we will endeavour to let you have this information prior to your tour we cannot guarantee to do so.

23. Force Majeure

Unless expressly stated otherwise in these terms and conditions, we will not have any liability to you if we are prevented from fulfilling our contractual obligations to you as a result of any event which is outwith our control (and/or outwith the control of the supplier or provider of the service in question). Such events may include (but are not limited to) war or threat of war; terrorist activity or the threat of terrorist activity; civil commotion or riot; any action taken by a governmental or public authority; industrial disputes; collapse of buildings, fire, explosion or accident; traffic or road conditions or road closures; technical or mechanical breakdown; adverse weather conditions; natural disasters and all similar events or circumstances.

24. Enforceability of Terms

If any provision of these terms and conditions is found to be illegal or unenforceable, that shall not affect the validity and enforceability of the remainder of these terms and conditions.

25. Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with English Law and are subject to the exclusive jurisdiction of the English Courts.