

## Experience North LTD General Terms and Conditions

The following conditions, together with any other written information provided before we confirmed your booking, form the basis of a contract for booking services between Experience North Ltd. ("we" and "our" and "us") and the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred ('you and your'). Please read them carefully as they set out our respective rights and obligations.

When making your booking we will arrange for you to enter into a contract with the provider of the hotel or other travel service(s) ("supplier(s)") making up your booking. Importantly, your booking with us is subject to both these booking conditions and the specific booking conditions of the relevant suppliers, In making a booking with us you are accepting both these Terms and Conditions as well as the individual supplier's terms and conditions. You agree that you have read these and the supplier's terms and conditions and you have the authority to, and agree to, be bound by all of them on behalf of all parties using or selling the arrangements making up the booking (the 'arrangements'). No other terms, information or advice given orally will form part of the contract. No variation of these terms shall be effective unless made in writing and signed by both parties.

**We endeavour to ensure the accuracy of all the information and prices in our advertising material. However, occasionally changes and errors do arise and we reserve the right to correct them in such circumstances. You must check the current price and all other information relating to the arrangements that you wish to book before the booking is confirmed.**

These Terms will be governed by and interpreted in accordance with English law and you irrevocably agree that the English courts shall have exclusive jurisdiction.

### 1. **BOOKING, PAYMENT AND CONFIRMATION**

#### Special Requests

Any special requests must be advised to us at the time of booking. Whilst every effort will be made by us to try and arrange your reasonable special requests with suppliers we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation, invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met and will not be a breach of contract if it is not.

We do not accept bookings that are conditional upon any special request being met and you must not make any verbal or written assurances that any special request shall be complied with.

#### Disabilities and medical problems

If you or any member of the travelling party has any medical problem or disability which may affect the chosen arrangements, please provide us with full details before we confirm your booking so that we can try to advise you as to their suitability. Acting reasonably, if we are unable to properly accommodate the needs of any passenger, we will not confirm your booking and/or if you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of those details.

#### Payment

You must make payment for your arrangements in accordance with the instructions we give you. Where a booking deposit is required, arrangements held will only be considered confirmed upon receipt of the deposit stated on the contract/offer/email. Non-receipt of the deposit by us does not release you from your responsibilities under clause 4 below. Unless otherwise stated on the contract or offer, booking deposits are non-refundable. Other deposit payments are due as shown on this contract. Failure to pay any additional deposits required by the date indicated, may result in cancellation of your arrangements without further notice.

If we do not receive any payment due in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

All payments to us must be cheque or bank transfer, whereby you must pay any related bank charges. In exceptional circumstances, and by prior arrangement, payments may be accepted by credit card or online transaction.

#### Confirmation

Bookings are only guaranteed after full payment, including any administration fee, has been made. A binding contract between you and the individual suppliers of the services making up the tour will come into existence as soon as we have issued your confirmation. Upon receipt, if you believe that any details on the confirmation are wrong or missing, you must advise us immediately. We will not accept liability for any matter arising as a result of such error or omission if you fail to do so and you may also incur an administration fee.

Alteration or cancellation of the booking by you once a confirmation of booking has been issued will be subject to the charges outlined in the 'If you change or cancel your booking' section below.

If you fail to pay all and any amounts due in full and on time, your booking may be treated as cancelled by you and you will be liable for cancellation charges as set out in clause 4 below. In addition, we will be entitled to charge interest on the outstanding amount(s) at the rate of 3% above the base rate of the Bank of England from the due date for payment until receipt of the full amount in cleared funds (whether before or after any judgment).

## 2. THIS CONTRACT

Our role is as a DMC / booking intermediary between you and the relevant hotels, ferry companies, cross-Channel operators and other suppliers of services. We do not own or operate such services and, as between you and the relevant suppliers, the suppliers' standard conditions of contract apply to your contract as well as these terms. These terms and conditions may limit and/or exclude the supplier's liability to you. Copies of these conditions are available on request from us.

**In so far as the arrangements you sell or provide to passengers/consumers constitute a "package" as defined in The Package Travel and Linked Travel Arrangements 2018 ("the Regulations"), you are the "organiser" of that package and it is your responsibility to ensure full compliance with the Regulations.**

The parties hereby exclude any rights that any other party may have in relation to this Agreement under the Contract (Rights of Third Parties) Act 1999.

This contract and all matters arising out of or in connection with it is subject to English law and to the exclusive jurisdiction of the Courts of England and Wales.

## 3. OUR PRICES

The prices quoted, shown on our website, and in supplementary promotional material are subject to change without notice. The price of arrangements will be confirmed on booking. Additionally, our suppliers reserve the right to levy surcharges to reflect governmental action, currency fluctuation or increased taxes or suppliers' charges at any time. We will notify you of any such increase as soon as we become aware of it.

## 4. CANCELLATION OR CHANGE BY YOU

You can cancel your booking at any time. Your cancellation will be accepted when Experience North Ltd. receive a written confirmation (by email) from the leader responsible of your party.

Unless otherwise specified, these are our standard cancellation charges:

In the event of the cancellation of a single-day experience (e.g. guided tours, entrance packages, lunch etc.) the following charges will apply: Cancellation received with 2 or more weeks before departure/event start the deposit or 30% of the total cost will be retained by us. Cancellation received with 48 hours or more before departure/event start 75% of the total cost will be

retained by us. Cancellation received with less than 48 hours before departure/event start 100% of the total cost will be retained by us.

In the event of the cancellation of an arranged package of 1 or more nights (arranged as a DMC), the following charges apply: If notification is received 55 to 28 days before departure 40% of the total cost shall be retained by us. If notification is received 27 to 15 days before departure 60% of the total cost shall be retained by us. If notification is received 14 to 7 days before departure 90% of the total cost shall be retained by Company. If notification is received within 6 days (or final week) of departure 100% of the total cost shall be retained by us.

We are happy to make changes to your booking for free so long as there is availability of accommodation and/or activities on the new times/dates/number of pax. If however there is a price discrepancy (e.g.: due to only a higher standard of accommodation being available or numbers increasing / decreasing) you will be required to pay the extra balance. We will use all reasonable endeavours to liaise with the suppliers making up your booking in order to facilitate any changes you may request to your booking.

#### **5. CANCELLATION OR AMENDMENT BY US**

Because we act purely as booking intermediary between you and the suppliers of your arrangements, we have no power to prevent an amendment or cancellation by one or more of them. We therefore reserve the right to amend or cancel part or all of your arrangements at any time. In that case we will do what we reasonably can to assist you (but without cost to ourselves) but owe you no other liability whatsoever. At our discretion, we will use reasonable endeavours to provide a suitable alternative and/or a replacement of equivalent standard.

#### **6. OUR RESPONSIBILITY**

Whilst we have chosen your suppliers using reasonable care, because we act as a booking intermediary between you and the suppliers of the services making up your booking, we have no control over them and so are unable to accept liability or responsibility for any aspect of the arrangements making up your booking. That is, we have no liability for any defect in those services, nor for any damage, loss or injury whatsoever which may be incurred by any persons as a result of such defect or arising out of or in connection with such services; or for any act or omission of the supplier of the services. We will, though, offer assistance in accordance with the complaints procedure set out below.

Specifically, we will not be responsible or pay you compensation:-

- a) for services or facilities which do not form part of our agreement or where they are not advertised by us.
- b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being

confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

3. Any compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-

(a) whether or not the complaints procedure as described in these conditions has been followed. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of the arrangements.

(c) when making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any supplier for the complaint or claim in question.

(Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.)

We limit our responsibility to you in the following situations:-

(a) Luggage or personal possessions and money

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims falling under International Conventions

In the event that we are found liable in relation to any transport or accommodation or the acts or omissions of any carrier or accommodation provider in any respect or on any basis whatsoever, the maximum amount of compensation we will have to pay you will be limited to the maximum amount the carrier or accommodation provider would have to pay you in accordance with applicable International Convention(s) or Regulation(s) (for example, the Athens Convention for travel by sea.)). Please note: Where a carrier or accommodation provider would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are due to receive from the carrier or accommodation provider for the complaint or claim in question.

(c) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of all claims not falling under (a) or (b) above and which don't involve injury, illness or death these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and no benefit at all has been received from the arrangements.

We do not exclude or limit any liability for fraud or fraudulent misrepresentation, or death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

### Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned control. Advice from the UK Government Foreign Office or any other foreign government to avoid or leave a particular country may constitute Force Majeure.

## **7. COMPLAINTS**

Any complaints arising out of any arrangements must be reported to the relevant local supplier. You must make all reasonable efforts to resolve your complaint with the supplier concerned as soon as is practically possible. If the problem cannot be resolved locally you must contact us and we will then try to assist. If the problem is not resolved to your satisfaction, you must let us have full details in writing within 14 days of the end of the tour. We will then use all reasonable endeavours to resolve any complaint which concerns services provided by us. We will not accept any liability for any claims or complaints if you have not acted in accordance with this clause.

## **8. BEHAVIOUR**

If in our opinion or in the opinion of any person in authority, your behaviour is causing or is likely to cause distress, danger, damage or annoyance to any third party or property, or to cause a delay or diversion to transportation, we and/or the supplier reserve the right to terminate the arrangements in question immediately. In the event of such termination our responsibilities to you will cease and you will be required to leave the service immediately. We will have no further obligations to you and will not meet any expenses, costs or losses incurred as a result. You may also be required to pay for loss and/or damage caused directly to the applicable supplier prior to departure from the service. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

## 9. OBLIGATIONS AND PROHIBITIONS

In making a booking with us you agree to:-

- a) enter into a direct contract with your customer in relation to arrangements booked via us and to state your name on all publicity material and documents issued by you that feature these arrangements. You will ensure that such contract incorporates a set of booking conditions which clearly set out a contract between you (as principal to that contract) and the purchaser of any arrangements and you will create and dispatch contractual documentation in such a manner so as to ensure that it is clear to the purchaser of arrangements that the contract is between you (as principal to that contract) and the purchaser of those arrangements.
- b) comply with all relevant laws and regulations, including the Package Travel and Linked Travel Arrangements Regulations 2018 (the 'PTR's), the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2018, the Consumer Protection from Unfair Trading Regulations 2007, the Data Protection Act 1998 the General Data Protection Regulations ((EU) 2016/679) ('GDPR'), the Modern Slavery Act 2015 and the ABTA Code of Conduct (including any amendments) and/or any Trade Body of which you are at any time a member, insofar as they affect your activities.
- c) ensure that you have you have adequate arrangements in place for financially protecting customer forward payments for the booking. For the avoidance of doubt, you must arrange your own appropriate and adequate financial protection for any arrangements you sell which amount to a 'package' under the PTRs or the ATOL Regulations 2018 to include all pre-payments and repatriation.
- d) ensure that all marketing initiatives, information and material relating to the arrangements placed on your websites or via any other means ('Advertising Material') is accurate, clear, complete and up to date and not make any representations, verbally or in writing, which are inconsistent with information given by us or the applicable supplier. You must ensure that the Advertising Material complies with the PTRs, GDPR ((EU) 2016/679) Data Protection Act 1998, ATOL Regulations 2018 (and all amended versions of the same) where applicable and all other applicable legislation and the requirements of ABTA, the CAA and any applicable Trade Body. You may not reproduce or display any literature or description issued by us without our express prior consent. If you do reproduce, display or use any description or literature derived from us and with our consent, you must not alter it in any way. Neither these terms nor your booking shall be construed to be a licence for either party to use the trade names, trademarks, service marks, or logos of the other party without the prior written consent of such party.
- e) ensure that the consumer of any arrangements and all members of his/her party have or take out suitable and adequate personal travel insurance (including cover for cancellation charges plus 24-hour emergency medical assistance and cover for medical expenses and medical repatriation).
- f) immediately advise us of any complaint by a customer in relation to the booking.
- g) to keep us indemnified for the full amount of all claims, liabilities, demands, damages, costs (including legal costs), expenses, fines and all other sums of whatever nature which we reasonably incur or become liable for as a result of your act(s) and/or

- omission(s) or those of the partner's employees or sub-agents, or any party to whom any arrangements shall be sold or otherwise supplied committed in breach of and/or outside the scope of these terms and conditions or otherwise without our authority.
- h) Ensure everyone in your group has the appropriate travel documents for entry into the UK. Experience North Ltd are in no way responsible for anyone not being admitted to a country due to incorrect documentation and shall award no refunds should this happen.
  - i) You must tell us of any disability or medical condition that any member of your party has that may require special assistance before you make a booking. Should you not do this Experience North Ltd reserve the right to treat the booking as cancelled by you and apply the appropriate cancellation charges.

In making a booking with us you agree not to:-

- a) hold yourself out as our agent in respect of the sales of the travel arrangements you provide to your customers.
- b) make any representation verbally or in writing to any customer or potential customer which are in addition or different to those provided by us unless otherwise authorised to do so by us in writing.
- c) represent to the consumer that their arrangements will be protected by any scheme run by us for financially protecting their forward payments and repatriation in respect of arrangements.