

TERMS & CONDITIONS

YOUR CONTRACT IS WITH THE SIMPLE PILGRIM COMPANY Ltd, a private limited company in England and Wales, with the company number 10272466 and registered address of Iris House, Ford Lane, Litton, Somerset, BA3 4PJ. Any reference to 'we', 'us' or 'our' means The Simple Pilgrim Company Ltd. Any reference to 'you' or 'your' means you, the consumer.

1. Your Contract

- a. 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. A contract will exist as soon as we issue our confirmation of booking. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.
- b. The booking conditions provide for the payment of cancellation charges if you cancel or fail to make payment when due. They also include limitations and exclusions of our liability to you.

2. Protection & Insurance

As of the date of publication (23/09/16), our insurance arrangements are nearing completion. These Terms & Conditions will be updated on completion.

3. Prices

We offer our tours at realistic prices, which include all the facilities necessary for you to complete your journey in comfort and without the need to pay extra costs (except where stated). The choice of hotel accommodation is crucial to the enjoyment of any tour. Our choice of hotels is based on years of experience and a commitment to fulfil our responsibility to our clients in this vital aspect of a tour. The published prices are fully inclusive of transportation (except where shown otherwise), known taxes at the time of booking, guiding and other items confirmed at the time of booking and are priced on a realistic exchange rate (where operating abroad) at the time of publication. We invite you to consult us about any aspect of our tour programme and to compare our offer with those of other operators.

4. Payment

Once you have received your confirmation of booking, the balance of payment due must be sent to us two months prior to departure. If a booking is made within two months of departure, full payment must be made on your receipt of the confirmation of booking. The date for payment will be shown on the confirmation. Reminders are not sent. If we do not receive all payments in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straightaway because you have promised to make payment, you must pay the cancellation charges shown under "Cancellation Policy" below, depending on the date we reasonably treat your booking as cancelled.

5. Cancellation Policy

Should you need to cancel your booking once it has been confirmed, you must immediately inform us. Your notice of cancellation will only be effective when it is received in writing by us at our registered office. As we incur costs from the time we confirm your booking, we may not be able to return money after final payment has been made.

6. Changes or Cancellations by Us

- a. As we plan your pilgrimage many months in advance, we may occasionally have to make changes or cancel your booking, and we reserve the right to do so at any time. The itinerary provided to you is subject to change without prior notice.
- b. *Changes:* If we make a major change to your pilgrimage, we will inform you as soon as is reasonably possible. You will have the choice of either accepting the change of arrangements or cancelling your pilgrimage and receiving a full refund. If the change results in a lower value of accommodation or transport, we will refund any price difference. These options do not apply to minor changes. Examples of minor changes include alteration of transit times by less than 12 hours or change of accommodation to another of the same or higher standard. Major changes include a change of date.

- c. *Cancellation*: We will not cancel your travel arrangements less than two months before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your pilgrimage before this date if, e.g. the minimum number of pilgrims required is not reached. If your pilgrimage is cancelled you can either have a refund of all monies paid or accept an offer of an alternative upcoming pilgrimage of your choice, if available.
- d. *Force Majeure*: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example: war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, volcanic ash clouds, epidemics and pandemics or unavoidable technical problems with transport or otherwise. Please confirm that your individual travel insurance covers you from incidents of *force majeure*.

7. Complaints

If you have a problem during your pilgrimage, please inform your Tour Manager as soon as possible. If your complaint is not resolved to your satisfaction, please follow this up within 7 days of your return home by writing to our Registered Office, giving your booking name and all other relevant information. If you do not follow these steps, we will have been unable to investigate and rectify your complaint while you were on your pilgrimage and this may affect your rights under this contract.

8. Our Liability to you

- a. We will make sure that the tour arrangements we have agreed to make, perform or provide as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if you suffer death or personal injury, or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your contracted arrangements. It will be your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. We will not be responsible for our employees, agents and suppliers when they are not acting within the course of their employment (for employees) or carrying out the work we had asked them to do (for agents and suppliers). Additionally, regardless of any other wording used by us, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you at any time.
- b. We will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following.
 - i. The act(s) and/or omission(s) of the person(s) affected.
 - ii. The act(s) and/or omission(s) of a third party not connected with the provision of your pilgrimage and which were unforeseeable or unavoidable.
 - iii. *Force majeure* as defined above.
- c. We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract.
- d. We cannot accept liability for any damage, loss, expense or other sum(s) of any description which:
 - i. On the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
 - ii. Did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our agents or suppliers.
- e. We cannot accept liability for any expenses or losses which relate to a business (including self-employed loss of earnings).

9. Emergency Assistance

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and 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, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

10. Passports, Visas and other Immigration Requirements

- a. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please be aware that obtaining a new passport can take up to 6 weeks and that many airlines require passports with several months of validity remaining.
- b. The Foreign and Commonwealth Office publishes regularly updated travel information on its website <https://www.gov.uk/travelaware> which you are recommended to consult before booking and in good time before departure.

11. Special Requests

All special requests must be made to us in writing. Special requests you have made will be passed on by us to the relevant service providers (e.g. hotels or restaurants). While we will do our utmost to ensure that requests are passed on, we cannot guarantee that the requests will be possible in all cases, and we will not be held responsible for requests which are not carried out, or not fulfilled to your satisfaction. In the case of dietary requests, it will be helpful if you let us know exactly what you are able to eat.

12. Data Protection

Any personal booking information provided to us by you will be protected. It will only be passed on to persons responsible for travel arrangements, including airline carriers. This applies to any sensitive information that you give such as any disabilities or dietary requirements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. If we cannot pass this information to the relevant persons or suppliers, we will be unable to provide your booking. In making your booking, you consent to this information being passed onto the relevant persons or suppliers.

The information contained on our website and on any of our publications is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occur and information may change in order to correct these errors. You must ensure that you check all details of your chosen pilgrimage with us at the time of booking.