



# Pilgrimage People

*Pilgrimage Strengthens Our Common Faith*

BOOKING FORM & BOOKING CONDITIONS

## BOOKING FORM & BOOKING CONDITIONS

The following Booking Conditions together with the Important Notes and our promotional information setting out the details of your tour form the basis of your contract with Pilgrimage People Ltd. The company is registered in England and Wales, registered number 7180902. Please read the conditions carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have read and agreed to these booking conditions.

In these booking conditions "tour", "booking", "contract", "package" and "arrangements" refer to the tour arrangements agreed with you unless otherwise stated. "You" and "your" means all persons named on your booking (including anyone who is added or substituted at a later date) or any of them as the context requires. 'We' and 'us' means Pilgrimage People Ltd, trading as Pilgrimage People Ltd.

### 1. Your contract

A binding contract between us comes into existence when we dispatch our confirmation invoice. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### 2. Price information

The price of our tours is valid when quoted to you. Subject to the correction of errors, we will only increase or decrease the price in the following circumstances. A surcharge or refund will be payable subject to the following conditions: any change in our transportation costs or in dues, taxes or fees payable for services such as embarkation or disembarkation fees at ports or airport, or in the exchange rates which have been used to calculate the cost of your tour. We will only levy a surcharge if the amount of any increase in our costs exceeds 2% of the total cost of your tour (excluding any amendment charges). If any surcharge is greater than 10% of the cost of your tour cost (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another tour from us as referred to in clause 5 "Changes and cancellations by us".

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 5 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place. A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your tour as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

You will not be issued a surcharge notification later than 30 days before departure. No refund will be payable during this period either.

### 3. Changes by you

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of tour dates will normally be treated as a cancellation of the original booking, in which case cancellation charges will apply.

If you are prevented from travelling, you may transfer your place to someone else (introduced by you) providing we are notified not less than 28 days before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers, together with an amendment fee of £50, must be paid before the transfer can be effected. Notwithstanding the above certain arrangements (e.g. flight tickets) cannot be changed after a reservation has been made and any alteration or cancellation is likely to incur a 100% cancellation charge.

### 4. Cancellation

Should you need to cancel your booking, you must immediately advise us in writing. Notice of cancellation will only be effective when it is received in writing by us at our office. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of cancellation.

Period before departure within which written notification of cancellation is received by us.	Cancellation charge per person cancelling
70 days or more	Deposit(s) only (40% for tours/courses costing less than £150)
69 - 29 days*	60%
28 - 15 days *	90%
14 days or less	100%

Should you book any additional services, separate cancellation conditions may apply.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where a tour is price has been based on a minimum group size, we reserve the right to recalculate the price based on the revised Group numbers in the event that a cancellation brings the numbers below this minimum.

### 5. Changes and cancellation by us

It is unlikely that we will have to make any changes to your travel arrangements, but as we plan the arrangements many months in advance we do occasionally have to make changes and we reserve the right to do so at any time. Most such changes will be minor and we will advise you of them at the earliest possible date. Routings and itineraries can be affected by adverse weather conditions, road closures or similar and may vary accordingly.

We also reserve the right to cancel your travel arrangements, for example, if the minimum number of clients required to operate a tour is not reached, then we may cancel it.

We will not cancel your travel arrangements less than 70 days before your departure date, except for reasons of force majeure or failure by you to comply with our booking conditions (such as paying the final balance). If we are unable to provide the booked travel arrangements you can either have a full refund of monies paid or transfer monies paid to another available

tour/course (we will refund any difference if the alternative is of lower value). Please note that we do not have any responsibility or liability for any consequential loss you may incur from arrangements made with another party or parties.

Please note that carriers such as airlines may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outbound/inbound flights by less than 12 hours and change of accommodation to another of a similar standard.

If we make major changes to your tour we will inform you as soon as reasonably possible if there is time before your departure. Examples of major changes include a significant change of accommodation to that of a lower standard, a change of flight time of more than 12 hours, significant change to itineraries, a change of destination airport and a change of departure airport (except between London airports). Please note that these are examples only and there may be other changes which are considered major.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- accepting the changed arrangements or
- purchasing an alternative tour from us, of a similar standard to that originally booked if available. We will offer you at least one alternative tour of equivalent or higher standard for which you will not be asked to pay any more than the price of the original tour. If this tour is in fact cheaper than the original one, we will refund the price difference.

- cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. Very rarely, we may be forced by "force majeure" (see clause 6) to change or terminate your tour after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

### 6. Force majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability where the performance or prompt performance of our obligations under our contract with you is prevented or affected or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

### 7. Our liability to you

(1) We promise to 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, for example, you suffer death or personal injury or your contracted tour 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 tour arrangements. Please note, it is your responsibility to show that

reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers)

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or
- "force majeure" as defined in clause 6 above

(3) Please note, 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 a hotel or any 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 and any excursion you purchase locally. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, 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.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable tour participant to refuse to take the tour in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 7(1). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1,000 per person affected unless a lower limitation applies to your claim under this clause or clause 7(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 7(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotelier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 protocol where applicable),

and COTIF (the Convention on International Travel by Rail). Where a carrier or hotelier 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 entitled to receive from the carrier or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which firstly 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 which secondly did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and any supplier concerned about your claim or complaint as set out in clause 8 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

(9) Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see clause 7(6)). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

#### **8. Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your tour whilst away, you must immediately inform our local representative or agent (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative / agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and any complaint or problem is not resolved to your satisfaction by the supplier, you must contact us in the UK giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. If you fail to follow this complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

#### **9. Arbitration**

Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration if you so wish. Details available on request.

#### **10. Financial security**

We hold an Air Travel Organiser's Licence issued by the civil Aviation Authority (ATOL number 11238). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that

in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

#### **11. Delay and Denied Boarding Regulations**

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause 7(2) of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment from the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements.

The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.

#### **12. Promotional material accuracy**

The information contained in our promotional material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen tour (including the price) with us at the time of booking.

#### **13. Foreign Office Advice**

The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) which you are recommended to consult before booking and in good time before departure.

## IMPORTANT NOTES

### MAKING YOUR BOOKING

We require a completed signed booking form, a copy of the picture page of your passport along with a non-refundable deposit as stated in the tour details.

### PAYMENT

All tours costing up to £200 per person or booked within 10 weeks of departure must be paid in full at the time of booking. For all other tours the deposit(s) payable will be shown in the tour details provided to you.

The final balance payment should be sent directly to Pilgrimage People and must be received by us no less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) 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.

We welcome payment by credit or debit card. We make no charge for payments made by card.

### FITNESS

All tours involve a significant amount of walking, often over uneven cobbled streets, hillsides or steps. You should be prepared to walk at a reasonable pace for at least 60 minutes and additionally stand for at least 30 minutes without requiring a rest.

### MEDICAL CONDITIONS OR DISABILITY

If you have any special requirements as a result of any medical condition or disability, please tell us before making your booking so that we can assist you in considering the suitability of the arrangements. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. If we reasonably feel unable to properly accommodate your needs, we reserve the right to decline your booking or, if full details are not given at the time of booking or the condition/disability develops after booking, cancel when we become aware of these details.

### SPECIAL REQUESTS

Any special requests must be advised at the time of booking. Although we will endeavour to pass on any reasonable requests to the relevant supplier, we regret we cannot guarantee any request will be met. Failure

to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

### INSURANCE

We consider adequate travel insurance essential for all tours abroad, covering medical expenses, repatriation and personal liability, as well as cancelled, delayed and missed departure and loss or damage to personal possessions. You must give us details in writing of your insurance preferably on your booking form but in any case no later than before the departure date of your tour. If you fail to do so, we reserve the right to cancel your booking. Please note that insurance premiums must be paid as soon as possible as cover (including cancellation cover) will not be effective until you have done so. Please read your policy details carefully and take them with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

### PASSPORTS VISAS AND HEALTH REQUIREMENTS

Your specific passport, visa and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Requirements may change and you must check the up to date position in good time before departure. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the embassy or consulate of the countries to or through which you are intending to travel.

Details of any compulsory health requirements applicable to British citizens for your tour are shown in your tour details. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org). Information on health abroad is also available on [www.nhs.uk/Livewell/Travelhealth](http://www.nhs.uk/Livewell/Travelhealth).

For tours in the EU/EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from [www.ehic.org.uk](http://www.ehic.org.uk). An EHIC is not a substitute for travel insurance. Vaccination and other health requirements/

recommendations are subject to change at any time for any destination. Please check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you incur fines or are refused entry onto any transport or into any country due to failure on your part to carry all required documentation.

### DAMAGE AND BEHAVIOUR

You accept responsibility for any damage or loss caused by you or any other person on your booking form. Full payment for any such damage or loss must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If you or any other person on your booking form behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the tour of the person(s) concerned. We will have no further responsibility toward such person(s) and we will not pay any expenses or costs incurred as a result of the termination.

### SAFETY STANDARDS

Please note, it is the requirements and standards of the country in which any services which make up your tour are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

## Pilgrimage People

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