

## ART PURSUITS ABROAD TERMS AND CONDITIONS OF BOOKING

### PRICE

The basic tour price is per person sharing a double room and includes VAT. A list of what is included in the price of a tour is given in each tour's description.

### PASSPORTS AND VISAS

You must have a valid passport for all our tours. For most countries, this needs to be valid for six months beyond the dates of travel. Non-European nationals may have to obtain a visa. Visa requirements for British citizens on our tours outside Europe are stated in the individual tour description.

### INSURANCE

We require that you have adequate holiday insurance, covering medical treatment, repatriation, loss of property and cancellation charges. We also recommend that you carry a European Health Insurance Card (EHIC) which can be obtained from the Department of Health.

### AGE AND FITNESS

All our tours involve a significant amount of standing and walking, often across uneven ground, over cobbled streets, or up and down steps. While we do not have an upper age limit for participants, we require you to have a level of fitness which does not spoil other participants' enjoyment of the holiday and you should be able to walk or stand for at least thirty minutes without aid or requiring a rest.

If you are in any doubt as to whether a particular tour is suitable for you, please ring us to check before placing your booking. If you or any member of your party has any medical condition or disability which may affect your participation in the study tour or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of your chosen study tour and / or making the booking.

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. You must also promptly advise us if any medical condition or disability which may affect your participation in our Study Tour develops after your booking has been confirmed. If we reasonably feel unable to accommodate properly the particular needs of the person concerned, we must reserve the right to decline their reservation 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. You further agree to accept the authority and decisions of Art Pursuits Abroad and our tour lecturer or manager whilst on your holiday. If in the opinion of any such person(s) your health endangers the safety or smooth running of the holiday we reserve the right to cancel your study tour or your participation in any part of it and shall have no further liability to you.

### CANCELLATIONS AND CHANGES BY YOU

If you have to cancel your booking, we will make a charge to offset costs incurred on your behalf. Charges vary according to the period of notice given. Up to 57 days before the tour the deposit is forfeited. Thereafter, a percentage of the total cost of the tour will be due:

Between 56 and 29 days: 40%

Between 28 and 15 days: 60%

Between 14 and 3 days: 80%

Within 48 hours: 100%

We take as the day of cancellation that working day on which we receive written confirmation of your cancellation. Your travel insurance policy may cover you for at least some of your losses.

If you want to make a change after your initial booking, we shall endeavour to satisfy your requirements once we have received written confirmation from you, but we shall make a charge to reflect any cost involved in this.

### CANCELLATIONS AND CHANGES BY ART PURSUITS ABROAD LIMITED

We do our utmost to provide the tour programme as confirmed, but we reserve the right to modify or cancel the tour and any of its ingredients if unforeseen circumstances arise. If a programme change represents a significant loss to the tour, we will offer compensation. If you decide to cancel because the alternative offer were not acceptable, we will give a full refund. We also reserve the right to cancel the tour if there are insufficient bookings up to eight weeks before departure. If we have to cancel the tour, we will offer a full refund.

## COMPLAINTS AND PROBLEMS

If something goes wrong, please inform a member of our staff as soon as possible. We will then endeavour to put things right quickly. If a problem cannot be resolved while on tour, you will need to send us a written report within 28 days of your return, giving full details of your complaint. We will then endeavour to agree a reasonable level of compensation, if appropriate. In the unlikely event that an agreement cannot be reached, you may wish to take advantage of the independent dispute resolution scheme offered by AITO – details available on request.

## YOUR FINANCIAL PROTECTION

In accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992 all passengers booking with Art Pursuits Abroad Limited are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation to the holiday's advertised departure point if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Art Pursuits Abroad Limited.

### – FOR ART PURSUITS ABROAD LIMITED AIR HOLIDAYS

We provide full financial protection for our package holidays, by way of our Air Travel Organiser's Licence (number 6436). When you buy an ATOL protected flight-inclusive holiday from us you receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and whom to contact if things go wrong.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we are unable 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 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 (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.

### – FOR ART PURSUITS ABROAD LIMITED UK OR RAIL-BASED PACKAGES AND FOR INDEPENDENT TRAVELLERS

In accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992 all passengers booking holidays with Art Pursuits Abroad Limited that do not include flights are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation to the holiday's advertised departure point if required, arising from cancellation or curtailment of your travel arrangements in the unlikely event of the insolvency of Art Pursuits Abroad Limited.

Consumer Aware: Your booking is insured by IPP Ltd and its panel of insurers. This insurance is only valid for passengers who book with and pay directly to Art Pursuits Abroad Limited. For further information see [www.ipplondon.co.uk](http://www.ipplondon.co.uk).

## OUR LIABILITIES TO YOU

We accept responsibility for ensuring that all parts of the tour are supplied as described and that all services reach a reasonable standard. However, we shall not be liable for the failure or improper performance of these services where such failure or improper performance is attributable to the fault of the client, or the unforeseeable or unavoidable actions of an unconnected third party or to unusual and unforeseeable circumstances beyond our or our suppliers' control. Our obligations and responsibilities shall also be limited where international conventions in respect of air carriers apply.

## ENGLISH LAW

These conditions form part of your contract with Art Pursuits Abroad Limited and are governed by English law. All proceedings shall be within the exclusive jurisdiction of the courts of England and Wales.

