

Booking Conditions (Freesale): Galina International Battlefield Tours

(A division of Galina International Study Tours Ltd)

A Large Print Version of these Booking Conditions is available on request

Important: Please take the time to read the following Booking Conditions carefully. They are the basis for the contract between us and they contain important information that will assist you.

1: Your Contract with Galina

Your contract is with Galina International Study Tours Ltd trading as Galina International Battlefield Tours, 16 Bridge Street Row, Chester, CH1 1NQ (company No 07106143, registered in England and Wales). We are a member of ABTA (no Y4466) and as such are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We provide full financial protection to you for our tours by way of an insurance policy arranged by Travel & General Insurance Services Limited on behalf of Towergate Chapman Stevens through HCC International Insurance Company Limited. On receiving your Booking Form and deposit, we will send you an Invoice for the Balance of the tour price. No contract shall exist until the Booking Form has been signed, the specified deposit paid and the booking confirmed in writing by Galina. This contract is made on the terms of these booking conditions, which are governed by English Law and the jurisdiction of English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

2: Confirming a Booking

Having read these Booking Conditions, please complete the Booking Form, sign and return it to our office with your deposit. When you make a booking you guarantee that you have the authority to do so and that where applicable, if you are completing a booking form for another person, you are authorised to do so. Please note that each client must have completed or had completed on their behalf, an individual Booking Form with their own passport details. A signed and returned Booking Form is acceptance of the terms agreed.

3: Deposit and Payment Schedule

An initial deposit of £75 per person is payable upon booking. The final balance of the tour price is to be paid no later than eight weeks prior to departure, this date to be clearly indicated by Galina on your Invoice sent to you as acknowledgement of your deposit payment. If the balance is not paid this will be treated as a breach of contract and we reserve the right to regard the tour as cancelled and retain your deposit and interim payment. Please make all cheques payable to Galina International. For bank transfers, see Booking Form. If for any reason after paying your deposit you cannot travel you have recourse to either seek refund under the terms of your insurance or if you can find someone to take your place Galina will make no charge to change a like for like booking.

4: Pricing

We reserve the right to alter the prices of any of the tours shown in our advertising literature or on our website. You will be advised of the current price of the tour that you wish to book before your contract is confirmed. The prices of our tours were calculated on the basis of the then known costs. Details of the current exchange rate can be obtained from our office.

It is not our normal practice to implement surcharges but in exceptional circumstances we may be obliged and we reserve the right to do so. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and currency exchange rates mean that the price of your travel arrangements may change after you have booked. There will, however, be no change within thirty days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person.

If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another tour if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within fourteen days from the issue date printed on your final invoice.

Should the price of your tour go down due to the changes mentioned above, by more than 2% of your tour cost, then any refund due will be paid to you. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place such as the forward buying of foreign currency.

5: Travel Insurance

All clients must be insured to travel abroad. If not insured through our travel insurance scheme then you must produce evidence of insurance cover and supply a policy number at the time of your final remittance. If you are not resident in the UK you will need to take out insurance in your own country and send proof of same to our office. UK residents may wish to refer to the Department of Health leaflet T7.2 "Health Advice for Travellers" which offers health information for all destinations. Copies are available from Post Offices nationwide. Although insurance policies cover the cost of emergency medical treatment abroad, we would still recommend that all group members travelling within the EU have a valid EHIC (formerly E111). At present there are no mandatory health formalities for British citizens for the destinations we offer but please bear in mind that requirements may change and you must check the up-to-date position in good time before departure. Further information can be obtained from the Department of Health website at www.dh.gov.uk/travellers or from www.fitfortravel.scot.nhs.uk.

6: Timings

All initial timings are provisional and for your guidance only. Final timings will be advised with your Final Tour Details fourteen days before departure. Our liability to you ceases at the conclusion of your tour and we cannot be held responsible for separate arrangements (e.g. onward travel) made by any individuals without our knowledge or based upon provisional or illustrative timings especially in circumstances where a tight schedule does not allow for a prudent margin for unforeseen circumstances such as adverse weather conditions, traffic delays or other circumstances beyond our control.



7: Cancellation and Charges

If you cancel your tour then our cancellation charges will be applied as set out below. If you cancel, a replacement can be substituted prior to the balance-due date unless insurance has already been issued or an Insurance Indemnity Form has been received in which case the matter will be an insurance issue and a replacement will be treated as an additional booking. If the Final Balance has been received and a receipt issued there will be a £25.00 Amendment Fee for each name change. If you cannot find a replacement, cancellation charges will be applied.

All cancellations must be notified to us in writing by either personal/recorded delivery/registered letter or by facsimile/email and charges apply from the date written notification is received by Galina. A follow-up telephone call should be made to determine that such notification has been received by Galina. A verbal message is insufficient; the cancellation is not effective until written confirmation is received. If a client fails to join the tour, joins after departure or departs before completion of the tour, no refund can be made. As we incur costs in cancelling your travel arrangements, the following cancellation charges will apply to cancellations:

More than 42 days.....	Tour deposits (<i>i.e.</i> £75 per person)	7-13 days.....	60% of tour price
28-42 days.....	30% of tour price	1-6 days.....	100% of tour price
14-27 days.....	45% of tour price	Departure day.....	100% of tour price

Please note that cancellation charges may be reclaimed, less an excess, via your insurance policy, provided that the cancellation occurs within the terms of the policy e.g. necessary cancellation due to injury or illness which was unforeseen at the time of booking. We reserve the right to cancel your booking if the balance of your tour price is not paid by the due date indicated on your Invoice. We will not otherwise cancel your booking less than eight weeks prior to your departure date except for reasons of "force majeure" (see section 10 below).

8: Changes Made by You

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure point or accommodation arrangements, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing. No verbal additions or amendments will be allowed. Any mutually agreeable additions, deletions or modifications must be in writing and agreed by both parties before a revised contract exists. It is not sufficient to inform Galina of new arrangements and assume they are acceptable or practicable without our express agreement. You will be asked to pay an administration charge of £25 and any further costs we incur in making any alterations. You should be aware that any costs could increase the closer to the departure date that changes are made (especially if we have paid any monies to our suppliers) and you should contact us as soon as possible.

Additions to your booking are usually (but not always) possible at any time up to eight weeks prior to travel. After that time we will do our best to meet your request but you must always check with us first by telephoning our office as additional accommodation may be subject to availability. If any addition is made within eight weeks of departure we may charge an amendment fee of £25 per amendment at our discretion.

9: Changes or Cancellations Made by Galina

Tour arrangements are often made many months in advance and in good faith. Occasionally, albeit very infrequently, changes and/or cancellations are unavoidable. Whilst we will always try to avoid such eventualities we must reserve the right to do so. Most changes are very minor and we will inform you of them at the earliest possible date. Examples of such minor changes may include a change in departure time of less than twelve hours, a change of coach company, a change of accommodation to another of the same standard or alterations to the order of your itinerary resulting from local or temporary circumstances which, however, do not result in the omission of a key element of your tour.

Sometimes we may have to make significant changes to your tour such as a change in departure time of over twelve hours, a change of accommodation to a lower official classification or standard or changes in the itinerary which remove a key element of your tour or completely nullify its purpose. In such cases, you may withdraw from the tour or accept an alternative tour or modifications suggested to the tour and we will refund any price difference if the alternative is of a lower value. If you decide to decline the offer of alternatives we will refund all monies paid to us and pay reasonable compensation where applicable.

10: "Force Majeure"

We regret that we cannot accept liability for any damage, losses or additional expenses suffered by an individual as the result of causes beyond our control and referred to as "force majeure" such as war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, epidemics, pandemics, adverse weather conditions or unavoidable technical problems with transport. If cancellation of a tour is necessitated through "force majeure" we shall refund payments made to us less your deposit but will not be obliged to pay any compensation or meet any other costs or expenses you incur as a result.

11: Passports and Visas

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 regret that we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation or provide personal data on a timely basis that is required for border control. If you are not a British Citizen or hold a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country or countries to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us or any of our suppliers, you will be responsible for reimbursing us accordingly.

12: Single Supplements

Single travellers who are prepared to share must indicate this fact on their Booking Form. If we are able to pair you with a client of similar disposition we will do so but should this not be possible the Single Supplement will be charged.

13: Special Requests

Special requests (e.g. to visit a particular cemetery or memorial) must be included on the Booking Form at the time of booking so that we can check that the itinerary can be amended without detriment to the tour or inconvenience to other travellers. Requests made during the course of a tour will in all probability have to be refused and we cannot be held liable for such refusal where adequate notice, in writing, prior to the tour's departure has not been provided.



14: Complaints Procedure

If there are any problems with your arrangements whilst you are away, you must immediately inform the supplier of the service(s) in question and if necessary, also bring the matter to the attention of your tour courier/guide or driver. Most problems can be dealt with quickly. In the unlikely event that the matter cannot be resolved on the spot, please write to our office on your return explaining the problem fully and we will give the matter our immediate and sympathetic attention. Any complaint will be dealt with in a civil and fair manner. Notice of any claim or dispute must be received by us within thirty days of the date on which the tour ended. Please note that if you fail to bring the matter to the attention of the supplier or your tour courier/guide or driver at the time and deprive either the supplier or ourselves of the opportunity to put things right in situ this may affect your rights under this contract. Please keep any correspondence concise and to the point so that we can quickly identify your concerns and speed up our response to you.

If we are unable to settle the matter amicably, we can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form and it does not apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found at www.abta.com.

15: Conduct and Supervision

Galina will not accept responsibility for any client who contravenes any law or regulations of any country visited. Persons detained as a result of infringement of any law or regulations may be excluded from the tour without any right to refund or any other claim. We reserve the right to refuse to carry any group, individual or individuals causing distress, affray or nuisance to any other individual(s) or the driver (or tour courier/guide if applicable). Our responsibility will cease if any of the above actions are taken and we will not be obliged to cover any expenses incurred by any individual concerned nor will we consider or accept any claims for refund or compensation.

Our clients are expected to behave in a responsible manner and not cause offence, danger or damage to other persons or property and will accept full responsibility for such any damage or loss caused. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. In this regard we would advise clients to check upon arrival that there is no pre-existing damage or other problem with the accommodation as they may be charged by the proprietor if this has previously gone unnoticed. Draw any such issues to the attention of the hotel or hostel immediately.

16: Liability

All reasonable steps are taken to ensure that proper arrangements have been made and that suppliers of the various services provided are efficient and reputable. We will accept responsibility for any personal illness, injury or death which results from the negligent acts or omissions of any servant or agent, or any supplier working on our behalf in the provision of services or facilities to you and whilst acting within the scope of their employment. We will also accept responsibility for those elements of the tour arrangements which are under our direct control and for the acts and/or omissions of our employees, agents, sub-contractors and suppliers. We can only be liable for the provision of special requests where we have confirmed their availability/inclusion in writing beforehand.

We will not be liable where any failure in the performance of the contract is due to you or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or 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. We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or changes in any travel arrangements or other services which are caused by circumstances amounting to "force majeure" (see Section 10).

Our liability will also be limited in accordance with and/or in an identical manner to:

- (a) The contractual terms of the companies providing the transportation for your travel arrangements. These terms are incorporated into this contract.
- (b) Any relevant international convention, for example the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms or the relevant international conventions from our office at 16 Bridge Street Row, Chester, CH1 1NQ.

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.

