

SPECIAL PILGRIMAGES 'Christian Tours'

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BOOKING CONDITIONS

The enclosed booking conditions in this leaflet together with the other clauses in the brochure from which you have booked your holiday, will construe and constitute the entire terms and conditions of the contract and agreement between "Special Pilgrimages Limited" and the person signing the booking form. These terms and conditions will also be equally binding on "Special Pilgrimages Limited" and all the other individual(s) named on the same booking form.

Before you book and enter into a binding contract and agreement with us, please read these conditions very carefully and if you have any enquiries, please do not hesitate to contact us. Our staff will be more than eager to assist you.

Our pilgrimage brochure and the preamble to this agreement shall constitute part and parcel thereof.

Established 1983

1. THE CONTRACT

Any contract between you and "Special Pilgrimages Ltd" is subject to these Booking Conditions. No employee or representative of Special Pilgrimages Limited has the authority to agree with you any other verbal or written variation. The contract shall be governed by and construed in accordance with English law and is subject to the jurisdiction of the Courts of England and Wales.

2. THE LICENCE HOLDER

The Civil Aviation Authority (CAA) licence number ATOL 2963 is carried by Special Pilgrimages Limited of which Special Pilgrimages Christian Tours, Christian Heritage Tours and Wayfaring are trade names. For your financial protection all our arrangements are covered by bonds held with the Civil Aviation Authority (ATOL Licence No. 2963).

3. YOUR RESERVATION AND HOW TO BOOK

Please complete the enclosed booking form and send it to Special Pilgrimages Limited, together with a deposit and the appropriate insurance premium as indicated in your travel brochure and booking form. All cheques and postal orders should be made payable to "Special Pilgrimages Limited". A confirmation invoice will be sent to you **only** on receipt of your completed, dated and signed booking form, the appropriate deposit and your **valid** and **original** travel insurance certificate if you are not buying our own recommended travel insurance.

4. YOUR ADDRESS AND CONTACT DETAILS

Your address details, telephone contact numbers and e-mail address that you will provide us with on your booking form will be considered by us as the formal and only points of contact with you. Should any of your contact details you have provided us with change, you must immediately notify us and in **writing**. Telephone instructions will not be accepted. Failure to establish contact with you at any time in writing, by phone or by both methods using the details you have provided on your booking form and or any subsequent amendments we have received from you in writing, will result in cancelling your booking and making cancellation charges as applicable in item '7' below. A letter posted to you by recorded delivery to your last known address by us will be deemed as officially delivered and legally received by you.

5. TOUR BALANCE

Please note that we do not issue reminders and the balance due must be paid to us at least **10 weeks** before you travel. If this is not done then we reserve the right to cancel your holiday and apply cancellation charges as applicable under item '7' below. Should your cheque be returned unpaid by the bank, we will charge you each time £25.00 in respect of Bank Charges. If you book 10 weeks or less before departure, then the full amount must be paid when you book. A late booking fee may apply.

6. IF YOU HAVE TO CHANGE YOUR PLANS

Should you wish to change any aspect of your holiday after your booking has been confirmed, you must inform Special Pilgrimages Limited in writing. If the change you request is feasible, an administration fee of £30.00 will be charged plus any expenses incurred by us in making any necessary alterations. **No name changes are allowed at any stage before departure.**

7. CANCELLATION OF BOOKING BY CLIENT

Should you wish to cancel your tour, you should notify us directly in **writing** as soon as possible. Any insurance premiums paid will be forfeited as it is not possible for us to obtain a refund from the Insurers. However, please advise the reason for cancellation as you may be covered by your travel insurance.

The scale of cancellation charges detailed hereafter is calculated according to the number of days prior to departure that **written and signed** notice of cancellation is received by us: -

Prior to Departure Date

More than 56 days.....	Deposit only
29-55 days.....	50% of final invoice
15-28 days.....	80% of final invoice
1-14 days and on date of departure or later	100% of final invoice .

8. EXTENSIONS

When extensions to the main tour are arranged on an individual basis they will not be escorted. Once you split up from the main group and engage in an arrangement specially organised individually for you and or for members in your party and on behalf of you or them, you will be fully responsible for all subsequent transfers and transportation from the moment you split up from the main group unless confirmed by us otherwise in writing on your confirmation invoice.

9. CANCELLATION OF TOURS BY US

Tours are based on an economic minimum number of passengers as indicated on your travel brochure. Should this not be reached, we reserve the right up to **eight** weeks prior to departure to cancel the tour. In the circumstances of cancellation by us we would offer you the choice of an alternative tour of comparable standard (subject to availability) or make a prompt refund of any monies paid, excluding travel insurance.

In the unlikely event that it is necessary to cancel a tour within eight weeks prior to departure, we will pay you compensation as detailed below: -

Day(s) prior to departure date when cancellation is notified to you

Compensation per person

More than 56 days.....	Nil
56-42 days.....	£10
41-15 days.....	£20
14-0 days.....	£25

We are not liable to pay compensation when we are obliged to cancel your holiday for reasons of force majeure as outlined below or where you have failed to pay the balance of the tour price by the balance due date.

We may also be obliged to cancel your holiday for reasons of force majeure (for example war, threat of war, riots, civil disturbance, strikes, natural or nuclear disasters, terrorist activities or threat of such, fire or adverse weather conditions, closure of airports, ports or railways, changes to timings, day of departure or cancellation of international and domestic air, river, sea and railway services or mechanical breakdown of such services or similar events beyond our control). We may also be obliged to cancel your pilgrimage if the Foreign and Commonwealth Office totally bans British Citizens from all travelling to your destination and/or scheduled flights cease to operate for reasons of force majeure. In such cases we will advise you as soon as possible and, if we can, offer you an alternative holiday of comparable standard, or make a refund of all monies paid to us excluding travel insurance premium and a handling fee to offset our costs. However, we can be under no other liability to you in such cases.

10. CHANGES TO THE SCHEDULED PROGRAMME

The tours scheduled in this brochure are planned many months in advance and sometimes changes may be necessary. We reserve the right to make such changes. Your rights depend on the type of change. Alterations are either 'significant' or 'minor'. We have the right to make 'minor' changes at any time. We will, if practicable, advise you or your travel agent of any 'minor' change before your departure but we are not obliged to do so or pay you compensation. The arrangements featured in this brochure are by their nature very complex with services from different airlines, hotels and ground transportation companies. We therefore have to reserve the right to change any flight or hotel listed and, if necessary, even to modify the itinerary itself without prior notice. We will make every effort to provide as much advance notification as possible, but we feel it is only fair to warn you of possible variations. No compensation is payable in such circumstances, nor does it confer to you or any members in your party the right of cancellation.

11. BORDER CROSSINGS

In some countries lengthy delays may be experienced at border crossings between two countries. Such delays are subject to the discretion of the national or local authorities regulating the border crossing. We cannot offer any accurate estimate of the length of such delay and if you require further information you should make your own enquiries.

12. PRICES AND RATES OF EXCHANGE

The cost of your land arrangements is usually contracted in foreign currency. The prices in our brochure are based on the rate of exchange (to £1.00) on applicable tours as follows:

Euros..... €1.15
U.S. Dollar..... \$1.60

Or as indicated on your tour brochure

All prices are subject to change prior to the booking being made. Once confirmed the price of your holiday is subject to increase due to currency fluctuations, aircraft fuel surcharge, airport and security charges, taxes and fees, increases in the cost of scheduled air fares, hotels and government actions. Even in such cases, we will absorb an amount equivalent to 2% of the basic holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged but where a surcharge is payable there will be no administration charges. If this means paying more than 15% on the holiday price, you will be entitled to cancel your holiday with us with a full refund of all monies paid except for any insurance premiums paid to us, amendment charges and a handling fee to cover our costs. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on your invoice. The above undertaking excludes any government and / or governmental levies. Any increases in the original holiday price will be notified to you not later than 30 days prior to departure. In the case of bookings made less than four weeks before the date of departure, any surcharges will be notified to you and included in your invoice.

13. SINGLE ROOMS

Single rooms are available at an extra cost as will be specified in your brochure and are subject to availability and to our confirmation. These however are limited by the hotels to an allocation of 10% of the number of people in the party. First come will be first served. Above and beyond this 10% allocation, we cannot guarantee a single room even if a single room supplement is paid. In such circumstances you will be offered the choice to pay just the published single room supplement and accept the remote possibility that you will not be allocated a single room on arrival to your hotel(s), in which case your single room supplement will be refunded in part or in total as may be the case, agree to share in half a twin with a suitable person, in which case you will not be charged the single room supplement, withdraw your booking in which case we will return your booking form and cheque to you or pay a further supplement to upgrade your accommodation to a single occupancy in a twin or a double room, in which case your single room will be guaranteed.

14. BOOKING IN HALF A TWIN

If you are booking on your own and request to share in a twin room, we will do our best to find you a suitable person to share with. In the event that we fail to do so by 2 weeks before your departure, we will charge you the full single room supplement and allocate you in a single room. An invoice and letter will be sent to you to this effect. If you fail to pay this charge by return of post, we reserve the right to cancel your reservation and make cancellation charges as per item '7' of these booking conditions.

15. FINAL FLIGHT AND ACCOMMODATION DETAILS

As our pilgrimages are planned far in advance, the flights, airports and flight schedules that may be displayed in the brochure from which you have booked your pilgrimage are preliminary and for indication purposes only and they may be changed or cancelled without prior notice. As such we will not be held responsible in part or in full, in any shape or form for agreements you may enter with third parties relying on this

initial information. Your reliable and final flight schedules and confirmation, together with your accommodation details will be dispatched to you two to three weeks before departure.

16. SPECIAL PILGRIMAGES LIMITED RESPONSIBILITY

(a) Where you do not suffer personal injury or death, we accept liability should any part of your holiday arrangements booked with us not be as described in the brochure from which you have made your booking and not be of a reasonable standard. We will pay you reasonable compensation (limited to a maximum of three times the amount paid by you) unless there has been no fault on our part or that of our suppliers and the reason for the failure in your holiday arrangements could not have been foreseen or avoided by us or our suppliers even when all due care had been exercised. We will use this maximum sum to assess the appropriate sum due to you in the circumstances of your particular complaint.

(b) Should you suffer death or personal injury as a result of an activity forming part of your holiday arrangements booked with us, we accept responsibility unless there has been no fault on our part or that of our suppliers and the cause was your own fault, the actions of someone unconnected with us or your holiday arrangements or one which neither we nor our suppliers could have anticipated or avoided even with the exercise of all due care. Where such death or personal injury arises in the course of air travel, rail travel, sea travel, or hotel accommodation, the amount of compensation you will receive is limited in accordance with the provisions of any applicable International Conventions (the Warsaw Convention as amended by the Hague Protocol in 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention). Copies of these Conventions may be obtained by writing to us, please allow at least 28 days for the provision of such information. Please note that this acceptance of liability on our part is subject to assignment by you to us of your rights against any agent, supplier or sub-contractor of ours which is in any way responsible for the death or personal injury which you suffer.

(c) Should you suffer death, personal injury or illness as a result of an activity not forming part of the holiday arrangements booked with us, we will give you advice, guidance and, at our discretion, financial assistance where appropriate up to a limit of £2,000. The financial assistance is for the specific and sole purpose of enabling legal action to be taken against the person responsible for your death, personal injury or illness. Any grant of financial assistance is dependant upon repayment to us of this sum out of any monies recovered by you from the person(s) responsible for your death, personal injury or illness. Further, the financial assistance is per booking form, not per person. Any request for assistance under this section must be made within 90 days of the incident occurring.

(d) As part or all of our tours are set in historical and old cities, towns and invariably include visits to excavation sites, it is inevitable that a good part of your pilgrimage may include walking on defect or uneven public and / or private highways, roads, pavements, access routes and excavation sites. As it is impossible for us to carry out daily inspections of such places and routes, for your personal and physical safety you are expected to take due care and proper notice of such surface defects while on these tours. Should you unfortunately suffer death, personal injury or illness as a result of an activity forming part of your holiday arrangements booked with us as a result of walking on defect surfaces in a public and or private road, pavement, route, highway or an excavation site, we accept no liability. However we will give you advice, guidance and, at our discretion, financial assistance where appropriate up to a limit of £2,000. The financial assistance is for the specific and sole purpose of enabling legal action to be taken against a third party that is responsible for your death, personal injury or illness. Any grant of financial assistance is dependant upon repayment to us of this sum out of any monies recovered by you from the person(s) responsible for your death, personal injury or illness. Further, the financial assistance is per booking form, not per person. Any request for assistance under this section must be made within 90 days of the incident occurring.

13.COMPLAINTS

Should a problem arise, you must notify the tour guide/local representative/local agent or hotel who will do whatever they can to help you there and then; you may be asked to complete a customer complaint form at this time. Please retain a copy signed by your tour guide for your records. Failure to give us the opportunity to solve any problems at the time will result in either a reduction or complete extinction of any right, which you may have to claim compensation.

In the unlikely event that you are not satisfied with the actions taken to deal with your complaint and you wish to take the matter further, you must put your complaint in writing to our Head Office within 28 days of your return giving all the details and attaching the complaint form signed by your guide or our representative at your pilgrimage destination. We promise to deal with any dispute fairly and promptly within the terms of these conditions.

We will not accept any complaint after 28 days from your return, as records may be destroyed, difficult to retrieve or unavailable and the memories of our guides and/or representatives of such events may no longer be reliable.

14. FLIGHTS AND AIRLINES

We reserve the right to amend the carrier, type of aircraft or timings on any of the itineraries.

When you travel with an airline, scheduled or otherwise, the Conditions of Carriage of that airline apply. Some of these will limit or even exclude liability. These conditions are the subject of International Agreements between the countries. Copies can be made available upon request to our office.

Flight Delays: Flight timings are provided by airlines. They are subject to air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that the flights will depart at the time shown either in the brochure or on the tickets. The timings are estimates only. We do not accept any liability for any delay which may arise.

In the event of a flight being delayed, be it outward, onward or homeward, the relevant airline will make arrangements, dependent on the time of day and duration of the delay. In addition, your attention is drawn to your Travel Insurance (Travel Delay) detailing the levels of remuneration.

Direct Flights: Where a flight is described as direct, this means that no change of aircraft is necessary. Stops may be made en route for refuelling or to pick up/set down passengers. We do not however provide details of such stops where applicable in our documentation.

Direct Charter Flights: When a direct chartered flight or flights has been contracted on behalf of an Archdiocese, Diocese, Association, Club or a similar group and are subject to a minimum number of bookings and where by the minimum number required did not materialise, we reserve the right to use a third party flight or flights direct or otherwise between the contracted origin and destination airport. Such an amendment will be deemed to be minor and does not affect the nature and content of your pilgrimage.

If the minimum number required to operate such a pilgrimage does not materialise, we also reserve the right to operate the pilgrimage with coach transfers from your local area to a London or another airport in the U.K. In such circumstances we will also offer you a refund not exceeding 5% of your total holiday cost.

15. HEALTH

Passengers if travelling within the EU should refer to the Department of Health leaflet number T7.1 entitled Health Advice for Travellers which is available from our office or directly from the Department of Health www.dh.gov.uk. Clients should check with their doctor before departure as to which inoculations are considered necessary and/or recommended for your destination(s). Such precautions, however, do not take the place of travel insurance. We are not liable to you for any illness or discomfort you suffer through failure to have the inoculations required or failure to follow medical advice.

16. VISAS AND PASSPORTS

A full ten year British passport (with at least 6 months unexpired at the date of travel) is necessary for all your travel. Non British passport holders must check entry and visa requirements with the relevant authorities. All passport and visa requirements are the responsibility of the passenger and no responsibility will be accepted by Special Pilgrimages Limited for the passengers failure to comply with immigration requirements, or failure to appear on time for departure schedules. British Visitors Passports are not valid for the holidays featured in this brochure. Nationalities other than British and E.C. Nationals, please contact Special Pilgrimages Limited for visa information on 01702 394000.

17.BROCHURE DESCRIPTIONS AND PRICES

Special Pilgrimages Limited reserve the right to change any of the services or facilities or prices described in our brochures at any time before a contract is made between you and Special Pilgrimages Limited. If there is any change Special Pilgrimages Limited will seek your written acceptance and confirmation before confirming your booking as such.

18. MAILING LISTS

Where you make a booking or booking enquiry with the company, your name will be added automatically to our mailing list for future travel offerings. Should you prefer not to receive them we would be happy to comply with your wishes.

19. INSURANCE

It is essential that you take out travel and cancellation insurance, either with us, through your travel agent or independently. The premium should be paid at the time of booking and is non refundable. You will find details of our insurance cover in another section of this brochure.

Please note that if you have your own travel insurance and do not require ours, we need sight of your **original valid** policy (which we will return to you) at the time of booking, together with the insurance company's emergency contact number. It should offer at least a similar cover to our own. In the absence of such an important document, we will not be able to confirm your booking. **The receipt of your booking form and cheque is not a guarantee for a place on the pilgrimage you intend to book on.** Travel insurance premium is not refunded under any circumstances.

Credit card and bank account related travel insurance policies are not acceptable by us.