

# Candy Tours: Booking Conditions

These booking conditions form the basis of your contract with Andrew John Martin trading as Candy Tours, Bush House, High Street, Selborne, Alton, Hampshire, GU34 3JP. Please read them 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 these booking conditions and agree to them.

These booking conditions only apply to arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "booking", "contract", "day trip", "private hire", "tour", or "arrangements" mean such travel arrangements unless otherwise stated.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. "We", "us" and "our" means Candy Tours.

## 1. Making your booking

Bookings are accepted on receipt of a signed booking form or by email/telephone/internet confirmation. All bookings are accepted by Candy Tours subject to our Booking Conditions. These are available to download from our website [www.CandyTours.co.uk](http://www.CandyTours.co.uk) or by contacting us on 01252 265263 or emailing [enquiries@CandyTours.co.uk](mailto:enquiries@CandyTours.co.uk)

For Group Bookings the first named person on your booking will be the "party leader". The party leader must be authorised to make the booking on the basis of these booking conditions by all persons travelling on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

Subject to the availability of your chosen arrangements, we will confirm your private hire or day trip by issuing a Booking Confirmation Invoice with details of the travel arrangements. For Group Bookings the confirmation invoice will be sent to the party leader only. Please check this invoice carefully as soon as you receive it and contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. You will receive confirmation of your pick-up time and any other outstanding information approximately two weeks before departure.

## 2. Payment

In order for us to confirm your chosen day trip full payment must be made at the time of booking unless otherwise agreed. We accept payment via phone by bank transfer, credit or debit card or by UK cheque.

Commercial credit cards (a company credit card) will be subject to a surcharge of 2.5% of the total cost of the payment.

## 3. Insurance

You are strongly advised to take out medical, travel and cancellation insurance cover.

## 4. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to you, or to the party leader for Group Bookings. 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 ("claim"). We both also agree that any claim must be dealt with by the Courts of England and Wales only.

## 5. Errors and omissions

Candy Tours endeavour to ensure that the most up to date and correct prices are shown in our brochures. It is sometime possible that an error leads to an incorrect price being shown. Should such an error become known to us then Candy Tours reserve the right to alter the previously advertised prices of any day trips we offer. If you do not wish to accept the price that is applicable then we reserve the right to cancel the booking.

## 6. Fitness to travel

If you or any member of your party has any medical condition or disability which may affect your day trip, private hire, tour or holiday, 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 make your booking so that we can assist you in considering the suitability of the arrangements 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 day trip, private hire, tour or

holiday develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their 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.

## 7. Cancellation by you

Should you or any member of your party need to cancel your day trip or private hire once it has been confirmed, you (or the party leader for group bookings) must immediately advise us by phone during office hours (01252 265263), in writing or by email. Your notice of cancellation will only be effective when it is received by us at our offices. Since Candy Tours incurs administrative costs as well as incurring the risk of not re-selling the day trip or private hire you must pay the applicable cancellation charges. The following cancellation charges will apply after deduction of any supplemental costs:

Period before departure within which written notification of cancellation is received by us	Cancellation charge
30 days or more	Deposit only plus any supplemental costs*
Between 29 and 8 days	50%
Less than 8 days	100%

\*Supplemental costs: These include pre-booked tickets, such as theatre tickets, sporting event tickets, ferry fares and other pre-booked tickets where the cost of tickets may not be refundable in the event of cancellation.

Please note that if any person has to cancel their booking, they may transfer their place to someone else (introduced by you) providing we are notified of the new name and contact details prior to departure. Amendments to day trip bookings incur a £10 amendment charge. This must be paid before the transfer can be effected. By asking us to confirm the amendment, we are entitled to assume that the new passenger has had the opportunity to read these booking conditions and agrees to them. The new person, in addition to yourself, will be subject to these Booking Conditions. Confirmation of the amendment will be made to both the person cancelling and to the new person booking, or to the party leader for changes within a party.

If you do not turn up for the commencement of your day trip on time as advised by us it will be treated as a cancellation by you and accordingly no refund will be due.

## 8. Changes and cancellation by us

We start planning the day trips many months in advance. Occasionally, we have to make changes to and correct errors in advertising and other details both before and after bookings have been confirmed, and also to cancel confirmed bookings. This also applies to private hire bookings. This may also apply where the minimum required numbers are not met. Most of these changes will be minor and Candy Tours will advise you of them as soon as reasonably practicable.

Where we have to make changes, corrections or to make a cancellation, then we will make every effort to notify you by telephone or email. You will be given a choice of a refund by credit note, cheque or to your credit/debit card where this was the means of paying.

Very rarely we may be forced by "force majeure" (see Clause 9) to change or terminate your arrangements before or 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.

## 9. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by 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 adverse traffic conditions, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, whether actual or threatened: war, riot, civil strife, health risks and pandemics, epidemics, terrorist activity and its consequences, industrial dispute, natural or nuclear disaster, adverse hurricanes and other actual or potential adverse weather conditions, fire and all similar events outside our control.

## 10. Our Liability to you

(1) We promise to make sure we use reasonable skill and care in the making of your booking and arranging any entry tickets as well as using our reasonable skill and care in choosing our suppliers. Providing we have selected the agent or supplier with reasonable care and skill, we will have no liability to you for anything that happens during the provision of such arrangements or any acts or omissions of the agent or supplier or others.

(2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), 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 9 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 any supplier agrees to provide for you. Even in such situations we will provide such assistance locally as is reasonable.

As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

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 £100.00 per person affected. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property.

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. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

## 11. Your responsibilities

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions.

We reserve the right to terminate your day trip or private hire where, in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party is under the influence of alcohol or drugs or behaves in such a way as may cause or be likely to cause danger, upset or distress to other passengers, the driver or any third party, or damage to property. In this situation, the person(s) concerned will be required to leave the tour coach or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

The times shown on your booking confirmation for your day trip or private hire are departure times so please ensure your party are at your pick-up point, both outward and return, 10 minutes beforehand. In the event that you are late and the vehicle has to leave without you we will not be liable for any claim for loss or for any compensation or refund.

Any predicted arrival times to home / your destination are approximate and the return time is normally based on the first drop off point. You must also allow plenty of time if you or your group members have any onward journeys or have other activities scheduled on your/their return. We do not accept responsibility for delays due to circumstances beyond our control e.g. heavy traffic, diversions, road works, accidents, breakdowns, weather, sickness, and so on.

Seat belts must be worn – it is a legal requirement.

Customers must provide appropriate child seats for children. We will not travel without them.

In the interests of comfort of other passengers, we ask that no food or drinks are carried on board the vehicle unless by prior arrangement.

We operate a strict no smoking policy which also excludes the use of electronic cigarettes in the vehicle.

## 12. Complaints and problems

If you have a complaint, or experience any problems with your day trip or private hire please immediately inform your driver or the relevant service provider as appropriate, who will do their best to resolve the issue. Please

also register the complaint with Candy Tours' office as well. Most problems can be dealt with quickly and it is best to investigate and resolve the complaint at the time. If your complaint is not resolved locally then please follow it up within 14 days of returning home by email ([enquiries@CandyTours.co.uk](mailto:enquiries@CandyTours.co.uk)) or writing to us at our office (Bush House, High Street, Selborne, Alton, GU34 3JP). When writing please include your booking confirmation invoice number. For group bookings, only the party leader should write to us.

For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

## 13. Day trip general area information

We may provide you with information (before departure and/or when you are on your trip) about activities which are available. We have no involvement in any such activities which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities in any way. We cannot accept any liability on any basis in relation to such activities except for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such or about the area you are visiting generally or that any particular activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities referred to on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your tour, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities which can reasonably be expected to affect your decision to book a tour with us, we will pass on this information at the time of booking.

## 14. Your vehicle

You may not have the use of your transport vehicle between your outward and return journeys. We reserve the right to use a different vehicle for your return journey.

Coach seating arrangements. We do not allocate seats on our vehicles. However, if you have a medical condition that is aggravated by your seating position we will endeavour to hold a particular seat for you. However, if your medical condition will impact on other passengers please consider your fitness to travel before making the booking (See Clause 6).

If you believe that you will require two seats then these must be purchased at the time of booking. If you do not purchase the additional seat and find that there is subsequently insufficient room for you, and no alternative seating is available, then we reserve the right to refuse access to the vehicle and we will not be liable for any claim for loss or for any compensation or refund.

We reserve the right to subcontract your booking to another approved operator.

We cannot guarantee room for any luggage or other goods such as walkers or shopping. Customers wishing to bring these should notify us in advance to see if it can be accommodated. Aisles must be kept free at all times for safety reasons.

## 15. Brochure photography

Candy Tours may take photographs or video of any of the day trips or private hire we provide. These may be used for marketing purposes in media including the internet, brochures, and magazines. You consent to Candy Tours publishing any images or videos that feature our customers in media unless you write to us stating otherwise. It is not company policy to make any payment for such publication of these images/video.

## 16. Data protection

We take Data Protection very seriously and are committed to protecting your personal information. Any data that you provide us such as name, address, telephone numbers, email addresses and so on will be used in compliance with current data protection legislation.

Candy Tours will only pass your information on to persons responsible for your travel arrangements. This includes any sensitive information that you give us such as details of any disabilities, dietary or religious requirements. If we cannot pass necessary information to the relevant suppliers we will not be able to process your booking. In making this booking you consent to this information being passed to the relevant persons.

Your personal information will be protected in accordance with our privacy policy a copy of which can be obtained from our website [www.CandyTours.co.uk](http://www.CandyTours.co.uk) or by calling us on 01252 265263 or emailing [enquiries@CandyTours.co.uk](mailto:enquiries@CandyTours.co.uk)

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