

Your package holiday booking is with Experience Guernsey Tours, company number 69270, registered office Doyle Cottage, Les Mielles, L' Ancresse, Vale, Guernsey, GY3 5AU.

Our service helps you to arrange and organise your package holiday, which is where you book more than one part of your holiday through us, which includes your flight and accommodation and tours. More information about your consumer rights in regards to booking a package holiday can be found under the [Package Travel and Linked Travel Arrangements Regulations 2018](#) (the "Package Travel Regulations"). We do not own or operate any of the travel service suppliers, our service is only to obtain and provide information about those suppliers and to arrange for you to enter into a contract with the individual service provider by booking you with them.

"We/us" Means "*Experience Guernsey Tours*"

"The booking" Means any holiday, accommodation, activity or function organised or advertised by us.

"You" Means the person who has signed the booking form and includes all the people on whose behalf you have signed.

"Supplier" Means the company or person that is holding or providing the accommodation, flight, tour or any part of it.

"Price" Means the total cost of the booking.

1. Terms and Conditions

These terms and conditions, together with our Covid Policy, Privacy policy, Website terms of use and other information which we bring to your attention prior to confirmation of booking, govern the contract between you and us to the exclusion of all other terms and conditions save for those implied by law, and no variation to these terms and conditions shall be valid unless in writing and signed by you and the company director.

2. Formation of Contract

No contract shall arise between you and us until we have received the deposit payable and we have sent to you written confirmation (this can be in the form of an email) of our acceptance of your booking.

3. Lead Name

The lead name on any booking with us accepts the full responsibility of collecting the full balance payable for the booking and indemnifies "*Experience Guernsey Tours*" against any loss from any individual failing to pay within your group. The lead name of the booking is also responsible for ensuring that all group members are aware they are bound by our terms and conditions. The lead name is also responsible for the completion of the online guest list on behalf of all persons on the booking. It is understood that those booking via email or telephone agree to, and accept our terms and conditions.

4. Payment & Deposits

An agreed non-refundable, non-transferable deposit is payable at the time of booking. Deposits are

used by us to enter into the contractual arrangements on your behalf and are non refundable. Payments can be made with a valid Credit Card or Debit Card, online bank transfers or cheque(s) made payable to “*Experience Guernsey Tours*” where upon receipt we will endeavour to place the booking for you at the same price, although this cannot be guaranteed. We will however notify you should there be an increase in price.

The balance of the price of your travel arrangement must be paid at least 8 weeks before your departure date or at the time of booking if your departure date is less than 8 weeks away.

If the deposit and /or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit in addition to any non-refundable supplier charges we have advised you of prior to booking.

If you do not make your deposit/balance payments by the due dates given then you shall be deemed to have cancelled the event.

If a promised cheque is not received or does not clear upon presentation we hold the right to cancel the reservation. Non-clearing or returned unpaid cheque will incur a £30.00 transaction charge.

5. Cancellation by Us

We reserve the right to cancel your booking. We will not cancel less than 30 days before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance.

Unavoidable and extraordinary circumstances is a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If we cancel your holiday, you can either have a full refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one. Save as above we shall be under no further liability to you for cancellation of the holiday or any part of it.

6. Cancellation by You

You may cancel your booking within a period of 14 Days after the initial deposit however this initial deposit is non-refundable. Written notification from the lead name must be received by us of cancellation.

Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows in addition to any non refundable support charges notified to you prior to booking (see also the exception below the table)

Period before departure in which you notify us of cancellation	Cancellation charge % of booking cost
More than 3 weeks in advance	35%
Within 7 days	100%

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

7. If we change your booking

It is a term of your booking that we are able to make any changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of this can include changes to accommodation to another of the same or higher standard, changes to tours, changes to added benefits such as Gourmet dinners.

If circumstances are such that we have to make significant alterations to any of the main characteristics of the travel services that make up your package you will have the rights set out below:

We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one. We will go through the procedure with you for making your choice. Please read any notification of changes carefully and respond promptly within the timescale outlined in the correspondence.

We follow Foreign and Commonwealth Office (FCO) advice where it affects your immediate travel arrangements. The link to the FCO webpage is [here](#). Because the FCO advice can change periodically, we reserve the right to review the impacts of any FCO advice on your chosen travel arrangements up to 7 days before departure.

8. If you change your booking

We shall try to accommodate any reasonable changes you wish to make to the event. Alterations and amendment requests should be made with us and not end suppliers and should be made in writing to us by the lead name. These changes shall not be deemed accepted until we have confirmed in writing to you. Costs to changes requested by you may increase closer to the departure date and you should contact us as soon as possible to make changes.

Changes such as arrival / departure dates and destination changes are subject to an administration charge of £50.00 per change and any further cost we incur in making alterations. We cannot guarantee that the change to the price will be pro-rata, but will depend upon the arrangements we are able to make with our suppliers.

Please be aware that certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the booking arrangements. We will advise you of any such non-refundable travel arrangements prior to you confirming your booking.

You may transfer your booking to a person who satisfies all the conditions that apply to the booking by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

9. Alterations + Surcharges Applied By Us

If due to circumstances beyond our control it becomes necessary to substitute an alternative supplier, or make any other alterations to the event (including accommodation) we shall inform you

of the changes as soon as possible. You must pay any additional cost due to such changes. If the changes are, in the view of "*Experience Guernsey Tours*" so substantial as to materially alter the event and you are unwilling to accept them then you may cancel the event and we will give a refund of the cost of the event to us. Surcharges may be applicable where an event requires a minimum number of participants to proceed, and the group does not meet this minimum number. This could lead to the cancellation of the event of which we are not held responsible and alternatives may be offered of an equal or greater value. If this value is greater, then you must pay us the difference in price. If the final number of a group is an odd number, then a single supplement surcharge will apply if the booking or an event (including accommodation) which is number dependent.

10. Protecting your funds

We provide you with full financial protection for our package holidays. For flight based holidays this is through our Air Travel Organisers Licence number 12113 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR. When you buy an ATOL protected flight or flight inclusive package 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.

11. Your Obligations

You shall at all times behave in a safe, responsible and courteous manner; comply with all instructions; regulations and codes of practice issued by us or our suppliers; ensure that you comply with all age restrictions imposed by our suppliers; ensure that you comply with all arrival times, and dress appropriately for the event. If you breach these obligations we may cancel or curtail the event or any part of it and in those circumstances you shall not be entitled to any refund.

12. Travel Insurance

You must purchase adequate travel insurance as a condition of your contract with us. Your insurance should cover cancellation charges, early or unexpected curtailment of your holiday, medical and repatriation costs in addition to personal accident and loss/damage/delay of your baggage or personal effects. If you fail to purchase travel insurance to protect you and your party against these risks, we will not be responsible for any losses you incur which might otherwise have been protected by insurance.

13. Our Obligations

We shall take reasonable care and skill in arranging your holiday and comply with all applicable laws in relation to the bookings; wherever possible, reschedule the event instead of cancelling or offer a refund to you of the cost to us of the event. All of the photographs and illustrations we use on our website and in literature (including quotations) we send you are for marketing purposes and may not entirely represent the actual products received.

14. Customer Feedback

If you have a problem whilst on your holiday then you must contact our local representative (the details of whom are supplied in your confirmation documents) and or the relevant supplier, for example accommodation / restaurant manager without undue delay who will endeavour to put things right.

Unless there is a valid reason why you did not report your problem to the appropriate person(s), we will not consider ourselves liable for those complaints.

If the issue is not resolved to your satisfaction then you must write to us within 28 days of the conclusion of the event. No complaint will be accepted outside of this time frame thus deeming you fully satisfied with all aspects of the event and the services we have provided to you. We will acknowledge any correspondence within 5 working days and endeavour to deal with the complaint as quickly as possible.

15. Data Protection

In order to process your booking and to ensure that your travel arrangements meet your requirements, we will use the information you provide to us. For further information about how we use and keep your data safe, please refer to our Privacy Policy [here](#).

16. Special Requests

Please advise us of any special requests prior to confirming your booking. We will endeavour to forward any such requests to the relevant suppliers of your travel arrangements, however we cannot guarantee that any such requests will be agreed.

17. Medical and Mobility Requirements

If you have any specific medical or mobility requirements you must advise us prior to booking and confirm details of your requirements in writing so that we can assess whether your chosen holiday is suitable for your needs. We cannot accept any responsibility if you fail to advise us of your requirements and it transpires that your holiday is unsuitable for your needs or you have been unable to travel as a result.

18. Contracts (Rights of Third Parties) Act 1999

No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.

19. Jurisdiction

This agreement shall be construed in accordance with the laws of [England and Wales](#) and the courts of [England and Wales](#) shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

20. Changes to these Terms and Conditions

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward you a copy of these changes and all reservations will abide by the amended terms, with the exception of reservations already made.