

iceland traveller

**Iceland Traveller Ltd
Terms and Conditions**

January 2017

The following booking conditions, together with the information set out on the relevant tour page of our website, will form the contract between you and us for your holiday with Iceland Traveller Ltd. Please read them carefully.

In this contract, a reference to "you" and "your" includes the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

We are Iceland Traveller Ltd of 55 Eastmont Road, Esher, Surrey KT10 9AY.

1 In this agreement:

“Meeting Point”	means the place specified by us in the Tour Pack as the place at which your itinerary begins. This will normally be Keflavík International Airport in Iceland.
“Start Date”	means the date on which your itinerary begins.
“Tour”	means a holiday organised by Iceland Traveller Ltd.
“Tour Pack”	means whatever documents we send to you in hard or soft copy to provide information about your Tour.

2 What is in the holiday

2.1 Iceland Traveller holidays are generally tailor-made and can include any or all of the following: transport, accommodation, meals, excursions, activities and the services of a guide, as agreed in advance and specified in your itinerary.

2.2 The following items are not included:

- 2.2.1 return flights to Iceland, unless booked through us;
- 2.2.2 all other costs incurred before you arrive at the Meeting Point and after you return to the departure point;
- 2.2.3 travel insurance or any other insurance personal to you;
- 2.2.4 passport and, if necessary, visa costs;
- 2.2.5 gratuities you choose to give, in addition to any we give on your behalf which we consider appropriate.

3 Booking your holiday

3.1 We will hold a provisional booking for seven days to allow you time to complete the booking form and to pay your deposit. When we receive your deposit, we will send you an invoice which confirms your booking.

The contract between us comes into existence at that time. You undertake to pay for the holiday you have booked and we undertake to provide you with the holiday we describe.

- 3.2 If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.
- 3.3 If we are unable to accept your booking, we will return your payment to you immediately. The balance payment for all tours is due at the latest 8 weeks (56 days) before departure. We will send you a reminder 1 - 2 weeks before the balance due date. If you are making your booking within this period, full payment will be necessary immediately.
- 3.4 If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.
- 3.5 Where the cost to us of any part of the Tour increases, we reserve the right to pass on that increase to you and to change the price of unsold holidays. We will return to you the balance if our costs change significantly in your favour.
- 3.6 A form will be sent to you requesting information including passport details, insurance arrangements, special requests and medical conditions if appropriate.

4 Payment

- 4.1 You can pay by electronic bank transfer, by sending a cheque through the post or by giving credit or debit card details. We accept VISA, MasterCard, Delta and American Express. For payment by credit card there is a charge of 2% of the transaction amount and for debit cards, a £2 fee per transaction. We do not keep your card details.
- 4.2 All payments to us may be made by cheque payable to 'Iceland Traveller Ltd Trustee Account'. We shall take account of your cheque on the date it is cleared. We do not accept post-dated cheques.
- 4.3 For payment made by electronic transfer, full information will be provided at the time of booking.

5 Surcharges and refunds

- 5.1 The prices given on our website and in any documents that we provide are calculated at costs current at the time we fixed them. If costs rise or adverse currency exchange rates apply, you agree that we may increase prices at any time to a maximum of 5% of the advertised cost of the Tour. If we do this, we shall tell you the costs that have risen

and the percentage by which they have risen.

- 5.2 No matter what the increase, we shall not increase the cost less than eight weeks before the departure date.
- 5.3 If we increase the price of your Tour by more than 5%, you are free to cancel. In that circumstance we will return to you all money paid to us.
- 5.4 For any escorted Tour that we offer, a minimum number of participants is required in order for a Tour to be viable. In the unusual event that we cancel a Tour, we shall return the full amount of your deposit or other payment. Notification that a tour has not received the minimum number of participants will be given by us no later than eight weeks before departure, and your deposit will be refunded in full.

6 Changes and cancellations by you

- 6.1 We will try to accommodate any change you are compelled to make, but we cannot promise to do so. If we do, you agree to pay an administration fee of £100 and any additional cost of a different arrangement.
- 6.2 Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office.
- 6.3 If you cancel, your deposit will be forfeit.
- 6.4 We shall charge an additional sum related to the time remaining before the date of departure, as follows:
 - Up to 56 days: Deposit
 - 56-29 days prior to departure – 50% of total amount
 - 28-15 days prior to departure – 70% of total amount
 - 14-05 days prior to departure – 90% of total amount
 - 04-00 days prior to departure – 100% of total amount
- 6.5 If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.
- 6.6 In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid for this booking to another person. That person must meet any conditions which may apply to the booking and you must ask for the transfer not less than 56 days prior to the Tour Start Date.

7 Changes and cancellations by us

- 7.1 We reserve the right to change travel and Tour arrangements. This is necessary because many of our Tours involve variables which are

outside our control. These include weather, political circumstances, currency fluctuations, flights and accommodation issues.

- 7.2 We shall tell you about small changes before departure. If we think a necessary change is important, we will tell you about it as soon as we can and give you the opportunity to either accept the change or take an alternative holiday (paying or receiving a refund/credit in respect of any price difference), or cancel and accept a full refund.
- 7.3 If such problems occur during a Tour, we will make alternative arrangements so as to comply as closely as possible with the description of the Tour that you have booked.
- 7.4 If a problem occurs which is so serious that we have to cancel a Tour before the date of departure, you may choose to accept either an alternative holiday (paying or receiving a refund/credit in respect of any price difference) or a full refund of all money paid.
- 7.5 In certain cases, we may pay compensation too at our discretion.
- 7.6 We are not liable to you in any circumstances for loss or damage, or loss of your holiday when:

unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or

the change is not significant. We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements.

You agree that all these provisions are reasonable.

8 Payment Protection

In order to comply with the Package Travel, Package Holidays and Package Tours Regulations 1992, all payments received by us will be held in a trust account until the completion of the Tour.

9 Travel Insurance

- 9.1 It is a condition of booking an Iceland Traveller Tour that you take out appropriate travel insurance. You must send us proof of cover when you make payment of the balance due for your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.
- 9.2 Cover should be obtained not only against normal travel risks, but

against additional risks appropriate to Iceland, in particular for any activities that you have booked.

- 9.3 We advise you check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

10 Passport, Visa and Health Requirements

- 10.1 we recommend that your passport is valid for at least six months after the date of return of your Tour. You are responsible for your own passport and for any additional passengers included on your booking form. You should refer to the website of the airline(s) with whom you are flying for the latest information regarding passport requirements;
- 10.2 remember to apply for any necessary visa in good time. Citizens of the EU and other countries, including the US, do not require a visa to visit Iceland. You are responsible for your own visa arrangements;
- 10.3 if necessary, check with your GP about any medication you may require while away and allow time to obtain it. Details are also available from the National Travel Health Network and Centre www.nathnac.org;
- 10.4 if you are a national of an EU country, you should take your European Health Insurance Card (EHIC), available from main Post Offices or online. It is your responsibility to ensure that you obtain and take any necessary medication and follow all medical advice in relation to your holiday. Remember to bring any relevant certificates and confirmations with you in your hand luggage;
- 10.5 if you need professional medical care whilst on a Tour, we will try to obtain it. Please ensure that you have provided us with emergency contact details;
- 10.6 you agree to repay to us all costs we incur in providing this assistance, including payment for any transport and telephone calls, which must be reimbursed to the company. We will give you a receipt on your return, for you to pass to your travel insurers.

11 Tour Information

Approximately three weeks before the Start Date, we shall send you a pack of information relating to your Tour. This information will include:

- 11.1 a detailed itinerary, together with any vouchers for you to present to suppliers with whom services for your Tour have been booked;
- 11.2 climate and clothing recommendations;
- 11.3 any important details relevant to a particular site that you may visit.

12 Accommodation

We will discuss your exact accommodation requirements during the booking process, but please note:

- 12.1 we reserve the right to change accommodation from that stated on our website itineraries - (see below "changes of itinerary");
- 12.2 single rooms are normally available at an extra cost;
- 12.3 accommodation in Iceland is categorised and described on our website. We will always endeavour to book the style of accommodation requested by you.

13 Changes of Itinerary

- 13.1 despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through weather or environmental conditions on the day;
- 13.2 we may, therefore, decide to make changes to the itinerary to accommodate such possibilities. We will tell you of any such change as soon as we decide to make it and offer an alternative. If your chosen alternative is of a lower price we will refund the difference. If it is of a higher price, you must pay the difference

14 Limitations on our liability

We want you to enjoy a perfect holiday with Iceland Traveller Ltd. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- 14.1 any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
- 14.2 any problem arising from your failure to reach the Meeting Point on time, for whatever reason (though we would do our best to help you in any way we reasonably could);
- 14.3 the visibility of the sites or locations visited or described in the itinerary;
- 14.4 any aspect of goods or services you buy or accept other than those arranged by us;
- 14.5 medical problems or physical difficulties, even if you have told us about them in advance;
- 14.6 medical emergencies;

- 14.7 your own carelessness or negligence in any aspect of your behaviour whilst with us;
- 14.8 changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- 14.9 problems or issues which we could have resolved whilst on a Tour but which you raise only after your return;
- 14.10 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 either:
 - 14.10.1 the act or omission of you or anyone in your party;
 - 14.10.2 the act or omission of a third party not connected with the provision of your holiday;
- 14.11 services we have not provided. The services and features included in your Tour are those specified in our website. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged at your request through our Tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.

15 Local standards

- 15.1 Laws, standards, culture and attitudes are different in many countries from what you reasonably expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.
- 15.2 We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we or the service supplier has not exercised reasonable skill and care.
- 15.3 Please also note that we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

16 Limitation of compensation by international conventions

- 16.1 We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may make, against us or anyone else. The most we will have to pay you for many claims for personal injury will not exceed what a carrier would pay under, for example, the Warsaw Convention or the Montreal Convention for international travel by air, or the EC Regulation on Air Carrier Liability, or the Athens Convention for international travel by sea, or the Convention on International Travel by Rail. Please note: where a

carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question.

- 16.2 Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) where international convention or regulation does not apply, the maximum amount of compensation we will pay you will be £500.
- 16.3 Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

17 Flight and other transport delays: limit of our liability

- 17.1 There is no guarantee that flights, buses or ferries will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.
- 17.2 In the case of air travel, the airline is responsible for providing assistance under the Denied Boarding Regulations.
- 17.3 Our policy if a delay occurs, is to continue with your plans until the flight (or other form of transport, if relevant) is cancelled with no suitable alternative flight being offered by the airline. However, if we considered it impossible to find a reasonable alternative form of transport, we would cancel the holiday and refund you all holiday payments.
- 17.4 Where any delay in returning home lasts for longer than 24 hours, the airline should continue to meet your accommodation and reasonable meal expenses. This will be the case where the airline is an EU carrier or was due to depart from an EU airport. They may, however, require you to stay at the accommodation and take the meal arrangements they provide. We regret we cannot meet such expenses where the airline does not do so, or where you choose not to accept the arrangements offered.
- 17.5 If you wish, at any time, to return home early or independently we will provide whatever assistance we can. All expenses involved in doing so will be your responsibility.
- 17.6 EC Regulation No 261/2004 (The Denied Boarding Regulations) applies where the airline is an EU carrier or the affected flight was due to depart from an airport within the EU. Where applicable, you must pursue the airline for the compensation or other payment due to you.

The compensation set by the regulations is your full entitlement. It covers, for example, distress, disappointment, inconvenience or effects on other arrangements. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding.

- 17.7 If, for any reason, we make a payment to you or a third party for which the airline is responsible in accordance with the Denied Boarding Regulations, you agree, when requested, to assign to us the rights you have or had to claim the payment in question from the airline.
- 17.8 If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk – “Referring Your Complaint to the CAA”.
- 17.9 Remember that transport and other service providers have their own booking conditions or conditions of carriage or service. You will be bound by these as far as that service is concerned. Such conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

18 Help we need from you

- 18.1 Most Iceland Traveller tours require reasonable physical fitness and appropriate footwear. You should be prepared to walk on uneven or slippery surfaces.
- 18.2 To satisfy the majority of our clients, we apply “no smoking” rules in the same way that they are applied by law in the UK.
- 18.3 If we arrange medical help for you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- 18.4 If, at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

19 Complaints

We shall try our utmost to provide a happy and fulfilling holiday but, if we fail in any way, do please raise any issue with us or your Tour leader immediately. If your complaint cannot be satisfied or it is not dealt with to your satisfaction at the time of reporting it to the leader, then you should give us full details in writing, immediately on your return. We cannot respond to verbal

complaints.

20 Miscellaneous

20.1 In this agreement, unless the context otherwise requires:

20.1.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;

20.1.2 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;

20.1.3 any obligation of any person arising from this agreement may be performed by any other person.

20.2 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

20.3 For the purposes of the Data Protection Act 1998, you consent to the processing of all personal data (in manual, electronic or any other form) relevant to this agreement, by us. Processing includes, but is not limited to, obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

20.4 The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.

20.5 In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

20.6 This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.

20.7 We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.

20.8 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and the Agent agrees that any dispute arising from it shall be litigated only in England and Wales.