

British History Tours

Booking Terms & Conditions

Welcome to your BHT tour 'Booking Terms & Conditions'. I hope you find everything you need to know in here but if you have any questions please contact us via email at office@britishhistorytours.com.

1. Introduction

- 1.1 These Terms and Conditions set out the terms of your contract with 'British History Tours', which is a trading name of History Holidays Limited, hereafter referred to as 'British History Tours' OR 'BHT'.
- 1.2 In accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with History Holidays Ltd trading as British History Tours are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form, due to the insolvency of History Holidays Ltd trading as British History Tours. See Section 12 for full details.
- 1.3 Tours, are organised by British History Tours in association with a variety of History specialists, to maximise your experience.
- 1.4 Please read these conditions carefully before booking. These terms and conditions apply to all purchases, bookings of a tour or service provided by BHT. Payment, in full or part, for any purchase, booking tour or service signifies and gives your agreement with these terms and conditions on behalf of the individual making the purchase or booking and any other person connected with the service or product being purchased or booked. Notwithstanding that to complete a purchase or booking you will be required to confirm your acceptance of these terms and conditions, the transfer of funds shall be taken as agreement. Conversely the acceptance of funds shall be taken as commitment to provide the tour, product or service purchased or booked, except where covered in section 7 below.

2. Detail of Services, Inclusions and Exclusions

1. The price of this tour includes:

- Bed & Breakfast accommodation, as stated in the brochure on the website, for the dates given in the tour details/ booking form/itinerary.
- Dinner each night with a drinks allowance of two drinks per evening of a defined choice.
- Other food as stated in the itinerary only.
- Coach travel as stated in the itinerary.
- The services of a tour manager throughout.
- Arrangement of admissions, extra guides and talks, as stated in the itinerary.
- Inclusive of UK applied taxes and VAT applicable at the time of booking.

2. Please note the following exclusions:

- Personal insurance, including but not limited to, travel insurance, medical insurance, cancellation insurance or any other insurance. (Please see Section 4 below).
- SINGLE PERSON SUPPLEMENT: the single person supplement is 50% of the stated ticket price.
- Lunches, snacks or other food and drink.
- Bar or room bills. These must be settled with the venues at the time of checkout.
- Arrangement, booking or cost of accommodation, transport, food or any other service or product taken before or following the tour.
- Costs incurred in making necessary arrangements to allow you to join the tour at the stated time and date.

- Costs incurred due to joining the tour late. Any costs of this type will be borne by the client/s and no refund will be issued for any parts of the tour missed due to the client/s needing to join late, not taking part in, or leaving early from, the tour.
- Fees incurred for payment if these are charged to you by your provider.
- Fees charged to British History Tours for refunds, credit card refunds or payments outside the normal, sequence of one payment for deposit, followed by one payment for balance in the form of an agreed instalment plan not paid via bank transfer.
- BHT recommend a maximum of one large suitcase/bag or two smaller suitcases/bags with a maximum weight of 23kg (50lb), plus hand luggage. BHT will make every effort to accommodate excess baggage, but reserve the right to charge for luggage if capacity forces additional provision and your luggage is outside these guidelines. Please ensure you can handle your own luggage, no portage services are included.

3. Registration For The Tour

3.1.1 To complete a booking registration BHT require:

- that you are at least 18 years of age at the time of booking.
- a completed booking form (please download from the website or request via email to office@britishhistorytours.com), and
- a 50% deposit per person, 50% of which is refundable on cancellation up to 120 days from the tour start date, after which point the entire deposit becomes non refundable.

3.1.2 The final balance is due 90 days before the commencement date of The Tour.

Payment can be made in instalments - please see section 3.2.2

Or,

100% of the tour fee if the booking is made within 90 days of the commencement date of the tour.

- 3.1.3 On receipt of the completed booking form a deposit invoice will be raised and sent to you at the email given for the principal traveler on the booking form. The invoice will include a room upgrade fee if requested and available. Once your deposit is paid your contract with us commences.
- 3.1.4 Optional extras offered on a tour will be charged for on the final balance invoice.
- 3.1.5 The price of your holiday is subject to the possibility of surcharges in very limited circumstances. A surcharge will only be levied for variations in transportation costs, including the cost of fuel, taxes or fees chargeable for services, the exchange rate applied to the particular package or if the UK or Overseas Government or Regulatory Body introduce or increase taxes.
- 3.1.6 Prices for all of the services provided by BHT are inclusive of UK applied taxes and VAT applicable.
- 3.1.7 Once you have received an invoice for payment it is your responsibility to pay it in line with the timing set out in these conditions. BHT are under no obligation to provide reminders or statements or to 'chase' late payments.

3.2 How to Pay

- 3.2.1 Please pay via bank transfer, as detailed on your invoice. Bank transfer is our preferred and standard method of receiving payment. If you can't pay by bank transfer, we can arrange for you to pay by debit or credit card. However, you will be charged a surcharge for this, equal to the charge made on us for receiving your funds. Please specify on Section 3 of the booking form, your preferred payment method.

3.2.2 Paying by instalment

Following the initial deposit, you can arrange with BHT to make payments by instalments. In all cases 100% of the fee has to be received 90 days prior to the commencement date of the tour. Payment by instalment incurs a 5% surcharge on the total ticket price, plus card fees if payments are made by credit or debit card. Payment by instalment must be specifically arranged with BHT. Please email office@britishhistorytours.com if you would like to arrange payment by instalments.

3.3 Paying Your Balance

Up to 14 days prior to the balance payment being due, we will issue a final balance invoice to the principal traveller, via the email you provide on your booking form . Please ensure that your balance is paid by the date stated on your invoice. Failure to pay the balance in accordance with the time scales laid out in these terms & conditions may result in you losing your booking and the place/s being made available to other clients and the general public and you being charged a cancellation fee, as detailed in Section 6 of these terms & conditions.

4. Insurance and Personal Responsibility

- 4.1 In accepting your booking BHT assume that you arrange adequate insurance cover as soon as possible to cover you for flight delays, lost baggage, cancellations, medical problems, illness, accidents and unforeseen events. You agree to provide insurance details via the booking form. For your peace of mind, please ensure that your policy includes cancellation cover for the total cost of your holiday and that you are adequately insured for all your needs, including medical emergencies. Please also make sure that your insurance is valid from the time of booking until your return home. BHT shall not be responsible for any missed flights or other emergencies. BHT does not offer any travel insurance or cancellation insurance and are not able to advise on the suitability of policies either before or after the purchase of such a policy. BHT shall not be held responsible for losses incurred by you due to failure to adequately insure yourself and your party.
- 4.2 BHT shall not be held responsible for, or liable for, any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any coach company, hotel, restaurant or other provider who provides services to BHT.
- 4.3 BHT shall not be held responsible or liable for any loss or damage (including, but not limited to, additional travel expenses, medical expenses and lost baggage) due to delay, cancellation or disruption of any kind caused by the laws, regulations, acts or failures to act, demands, orders or actions of any government, or by acts of God, environmental hazards, strikes, fire, flood, war, rebellion, terrorism, insurrection, personal sickness, accidents, quarantine, epidemics, pandemics, theft or any other cause(s) beyond our control.
- 4.4 Baggage and personal effects are at all times your sole responsibility. Please ensure you can manage your own luggage. No porterage services are included.
- 4.5 You waive and release any claim against BHT for losses including but not limited to damage, injury or death. Your agreement with these terms and conditions confirms such waiver and release as a condition of participating in the tour.
- 4.6 Whilst on the tour it is your responsibility to be on time for scheduled departures and other time sensitive events. Costs incurred by, and arrangements required by you in catching up with the tour are your own responsibility. You may not be admitted to elements of the tour, such as talks, if you are late and if by doing so you will disrupt the group.
- 4.7 Please ensure, in good time before you travel, that your passports and visas (if required) are valid for all members of your group. Tour participants coming from overseas may wish to arrive in the U.K. in advance of the commencement date of the tour.
- 4.8 Please ensure that your luggage is labelled with your name and contact details, at all times. If a coach has been arranged as part of your tour, all luggage and personal effects must be removed from the coach on overnight stops, for security reasons. We cannot accept responsibility for any items of lost property on the coach.
- 4.9 You will be advised of our intended drop off time and point. Tour participants with onward travel plans are advised to allow for any delays or alterations which occur due to circumstances beyond our control.

5. Availability of Places

- 5.1 Bookings are assigned on a first-come, first-served basis. Deposits are payable on booking, as detailed in Section 3 of these Terms and Conditions. Failure to pay the deposit or the balance in accordance with the time scales laid out in Section 3 of these Terms and Conditions may result in you losing your booking and the place/s being made available to other clients and the general public and you being charged a cancellation fee, as detailed in Section 6 of these Terms and Conditions.
- 5.2 Room Upgrades: Where room upgrades are available these will be allocated on a first-come, first-served basis. A request, or a stated intention to pay, for a room upgrade does not constitute a confirmation of upgrade. On receipt of your request for a room upgrade, and if one is available, an invoice will be issued to you via email. If the request is made at the same time as the booking, this will be added to the deposit invoice. Failure to pay for your room upgrade may result in the upgrade being offered to other tour participants.
- 5.3 Please do not make any other travel arrangements, e.g. flights, based on your attendance on this tour until your place has been confirmed.

- 5.4 The maximum number of spaces available on a given tour are stated in the tour brochure on the BHT website. BHT reserves the right to increase the maximum number of spaces available at their discretion, provided that the increase will not adversely affect the quality of the tour.
- 5.5 Sharing opportunities may be available for single person travellers who wish to share a room. Where we have two suitable candidates for sharing, they will, by agreement, be connected via email. Each guest's booking will be administered independently and each guest remains financially responsible for themselves only. However, should one guest cancel the other will become liable for the single person supplement, see Section 6.4.

6. Cancellation and Amendment Policy

- 6.1 Booking a place on a tour is a legally-binding contract which, if cancelled, will incur a cancellation charge. The places booked by you become unavailable to other potential clients from the time we confirm your booking, and we begin to incur costs. If you wish to cancel your booking after it has been confirmed, you must contact BHT without delay and confirm the cancellation in writing, via email to office@britishhistorytours.com, signed by the signatory of the booking form. Cancellations are effective on the day they are received by us. The following cancellation charges will be payable in all circumstances.
- 6.2 Cancellation charges are per booking and will be calculated as follows:
- a) Up to 120 days from the tour commencement date, 50% of your 50% per person deposit will be retained. That is to say, 25% of the total per person tour price is non-refundable. In addition a £175 administration fee will be payable per booking.
 - b) From 120 days to 91 days prior to tour commencement date, 50% of the total per person tour price is non-refundable. In addition a £175 administration fee will be payable per booking.
 - c) After 90 days prior to the tour commencement date, the full balance paid will be non-refundable.
- 6.3 All refunds due, will be made of GBP amounts originally received by BHT at the exchange rate of the day, less charges, and will be capped at the original local currency amount, using the exchange rate at time of payment or, if this is not available, calculated using historical exchange rate tables from <https://www.xe.com/currencytables/>. You will not be refunded more of your local currency than you originally paid due to exchange rate changes.
- 6.4 In the event of cancellation in part, such as one or multiple persons from a particular group booking cancelling, the remainder of the parties' invoice may have to be amended to reflect, for instance, but not limited to, any single person supplement required. This should be done by consultation with BHT and will not alter due dates for payment.
- 6.5 Tickets are non-transferrable. This means a booking cannot be transferred to another person to attend the same tour, or for a person to move to a different tour.
- 6.6 Tickets must never, under any circumstances, be sold or exchanged to another party. In all circumstances the places "sold" will be forfeited by the original bookers and no refunds will be due. BHT will have no obligation to anyone who believes they have bought a place on a BHT tour via an unauthorised route.
- 6.7 You must take out adequate travel insurance to cover any losses incurred by you if you should have to cancel. See Section 4.
- 6.8 BHT reserves the right to cancel your booking, subject to the charges set out above, where you have failed to comply with the booking conditions including, but not limited to, failure to pay on time and failure to pay.
- 6.9 We will make every effort to assist you if you wish to alter your arrangements, although BHT are in no way obliged to accommodate your request. Requests for an amendment must be made in writing via email to office@britishhistorytours.com. An administration fee of £175 will be payable for any amendments.
- 6.10 No refunds will be given for missed meals, excursions, or dinners while on a BHT tour, for any reason.
- 6.11 If at any time during your tour, you choose to terminate your holiday of your own volition for whatever reason, BHT will not be liable for any additional expenses incurred and no refunds will be given for any part of the tour not taken, or any compensation of any sort paid.

7 Itinerary Changes & Cancellation of Tours

- 7.1 It is not uncommon for conducted tours to be planned and booked more than a year in advance and whilst we always endeavour to keep to the tour itineraries as published on our website, occasionally, unforeseen circumstances beyond our control can affect an itinerary. Under these circumstances we have to make changes to the website and other details,

both before and after bookings have been confirmed. Changes are usually to ensure that the quality of tour can be met by suppliers and will only be made where absolutely necessary.

- 7.2 Although every effort will be made to operate tours as planned, the itinerary (including speakers), venues, tour leaders and staff may be subject to change. Refunds will not be available for changes to the tour, the tour manager or the tour personnel. All visits to venues will be subject to the policies of those venues for group visits at the time of the visit. Where these change at short notice BHT will not be held responsible for such changes, including, but not limited to, requirements imposed for congregation in enclosed spaces, and no refund in part or full will be due.
- 7.3 Optional extras offered on a tour will be subject to a minimum adoption in order to go ahead. If this minimum is not met, BHT at its sole discretion will decide if that activity will run or not. If the activity has been paid for by the guest but BHT choose not to go ahead due to a low take up, a full refund for that element of the tour only, will be provided to the guest. BHT will not pay compensation in these circumstances.
- 7.4 There are occasions where travel delays may be caused due to traffic congestion, train delays etc. Whilst we go to great efforts to ensure that everything functions correctly to ensure a smooth and enjoyable tour there are occasions when events beyond our control may affect the agreed arrangements stated on the tour itinerary. In the event of any such problem BHT will attempt to minimise any inconvenience but we cannot be financially liable should such occur.
- 7.5 A Tour will not normally run unless there are a minimum number of 15 guests. Should fewer than 15 book onto a tour, BHT at its sole discretion either refund the monies paid, offer an alternative tour or run the tour.
- 7.6 BHT do not accept liability or pay compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected, or you otherwise suffer damage or loss, as an effect of any event or circumstance beyond our control that, even with due care, we or our suppliers, could not have foreseen. Events and circumstances covered by this provision include but are not limited to; war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, illness, epidemic, pandemic, imposition of martial law or other national government-imposed conditions in place, expected to be in place or uncertain within the tour time frame and all similar events outside our control.
- 7.7 Personal decisions to not commence the tour based on any reasoning whatsoever, including but not limited to the above conditions do not release you from your obligations entered into as a result of your agreement with these terms and conditions and normal cancellation terms as set out in Section 6 & 7 will apply.

8. Fitness and Suitability

- 8.1 We try our best to provide tours which all our customers can enjoy but we do recognise that not all activities may be entirely suitable for people with disabilities, poor mobility or special needs. They will involve, for example, a great deal of travelling and changes of location. On conducted tours it is not possible for the tour manager to provide a sufficient level of care, particularly in cases of mobility problems.
- 8.2 BHT tour itineraries, due to the nature of the subject, often involve walking for up to two miles in any one day, standing for long periods, negotiating stairs, visiting historic properties with uneven flooring and spiral staircases, travel, and other activities that require a good degree of mobility and a reasonable level of fitness. Guided tours for instance can last for one to two hours. Guests will need to be able to keep up with the group. If you normally use a walking stick or wheelchair, you might find some of our tours itineraries challenging, but if we know in advance about any mobility problems, we will do our best to put in place special arrangements to help guests who might face difficulties, although you should be aware that access may be difficult at ancient properties and listed buildings and there will be steps to negotiate to board and disembark coaches. If you are in any doubt about the suitability of any of our tour itineraries, or you are less able, or under the age of 18, it is essential that you consult with BHT before booking.
- 8.3 In the case of cancellation, charges will be applied as per our Cancellation Policy.**
- 8.4 If you or any member of your party's situation changes, after you have booked a conducted tour, you must let us know straight away. It is your responsibility to tell us before you book whether you have any special needs or medical conditions that might affect your ability to take part on a BHT tour. We will assume, unless you tell us otherwise, that all members of the party are in a good state of health to participate in the tour. By booking with BHT, you confirm that you do not have any disability that could create a problem for you or for other participants. **If you have not declared such requirements before the commencement of the tour you will be charged an additional £175 to cover our administration costs of organising special arrangements during the tour.** If you have doubts, please let us know and we will be in touch with you prior to booking to discuss the nature of the tour and your physical abilities. Please ensure you have taken out adequate travel insurance to cover your party in case a change in circumstances precipitates your need to cancel.
- 8.5 If you do not tell us about any special needs or medical conditions, and we find ourselves in the position where you are unable to participate fully, we will endeavour to assist you with making arrangements for extra assistance but, this will remain your responsibility and the costs of such assistance will be borne by you. Likewise, if you decide, or are forced, to

return home before the completion of the tour, we will assist with local knowledge but, the responsibility for these arrangements and the cost of them will be yours. We reserve the right to take action in the interests of your health and safety, and the health and safety of our staff and other customers, should we need to.

- 8.6 Please make us aware straight away of any special requests such as low-floor accommodation, adjacent rooms, etc., We cannot guarantee these arrangements on a BHT tour, but we will certainly pass on your requests to the supplier concerned and use reasonable endeavours to ensure that your request is met. Unless and until specifically confirmed, all special requests are subject to availability.
- 8.7 Any special diet, attention or treatment you require must be notified to BHT in advance of commencement of a conducted tour. All reasonable efforts will be made to accommodate special diets and treatment; however, we cannot guarantee special arrangements and should any extra charges be attracted by such arrangements these will be borne by you, the participant. If you have not declared such requirements before the commencement of the tour you will be charged an additional £175 to cover our administration costs of organising special arrangements during the tour.
- 8.8 Regretfully we cannot accept any conditional bookings, i.e. any booking that is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as 'standard' bookings subject to the above provisions on special requests.
- 8.9 BHT expect all clients to have consideration for other people. If in our reasonable opinion, or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the tour of the person(s) concerned. In this situation, the participant(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such participant(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.
- 8.10 For the comfort and enjoyment of the whole tour party we respectfully ask that you do not:
- bring a pet, livestock or any other animal (this may include Registered Assistance dogs on transport such as a coach. This is subject to the transport supplier's terms & conditions).
 - play a radio or personal stereos on a coach without personal headphones.
 - smoke at any time on coaches or at any venue where smoking is prohibited as this is illegal under UK law.
 - bring alcohol onto a coach for the purpose of consumption of it as this is illegal under UK law.
- 8.11 BHT reserves the right to decline to accept any person as a participant on a BHT tour. BHT reserve the right to require a participant to withdraw from a BHT tour at his or her own expense, at any time, when such action is determined by the tour staff to be in interests of the safety and welfare of other BHT participants. Should you cause damage to a property, hotel, restaurant or coach you will be liable for such costs.

9. Travel Arrangements

- 9.1 Travel to, and onward from, a BHT conducted tour is NOT included. Travel within the duration of the tour is included, as stated in the itinerary. BHT recommends you check airline cancellation policies before purchasing airline tickets well in advance because tours may not go ahead if the minimum number of guests is not reached. BHT does not accept any liability for cancellation penalties related to domestic or international airline tickets purchased by you in anticipation of the tour.
- 9.2 BHT's obligations begin at the commencement of the tour, as per the published itinerary, or when you join the tour, and are released at final drop off, as per the published itinerary, or when you leave the tour, if earlier.
- 9.3 You must ensure that you have all documents, such as passports and visas, required for your stay. Further, it is your responsibility to ensure you comply with any travel and/or quarantine regulations in the UK or country of origin. The costs associated with this are yours and it remains your responsibility to ensure you are legally able to join the tour and travel around the UK.
- 9.4 It is your responsibility to ensure that you arrive at the meeting point advised to you in the itinerary at the time stated on the itinerary and on your booking confirmation. BHT cannot be held responsible for any parts of the tour missed due to late arrival. We will endeavour to assist late arrivals with advice about how to join the tour but the cost of, and arrangements for, this must be borne by you and your party.
- 9.5 You must ensure to leave sufficient time between the end of the tour and any onward journey commitments. BHT cannot be held liable for any losses arising from missing onward journey commitments.

9.6 BHT do not accept liability for cancellation penalties related to domestic or international airline tickets purchased by you in conjunction with a tour.

10. Intellectual Property

10.1 Users of our itineraries agree not to copy, disseminate, or otherwise reproduce or share the content, likeness or detail of this itinerary. The content, written and images, remain the property of History Holidays Ltd, trading as British History Tours.

10.2 Written content, videos and images, created during the tour remain the property of History Holidays Ltd, trading as British History Tours and may not be used by any other party without express permission from British History Tours.

10.3 By signing up to a tour you recognise and agree to waive any right to compensation for the use of your image, likeness, in print or video which we may capture during the tour for use in our promotional efforts now and in perpetuity.

10.4 No video or audio recording is permitted during expert talks or during any other element of the tour. You may be asked to delete any recordings. Failure to do so or persistent offending may result in you being asked to leave the tour as per section 8.11 of these terms and conditions.

10.5 All information correct at time of publishing.

11. General

11.1 In the unlikely event that you feel dissatisfaction with any aspect of your chosen tour we ask you to bring this to the attention of the Tour Manager at the time, so that the matter may be resolved right away. Until we know about a problem or complaint, we cannot begin to resolve it. If you remain dissatisfied, you must write to us within 28 days of return from your holiday. Any complaint concerning the arrangements for your tour will be dealt with carefully and fairly by BHT.

11.2 BHT requires that all participants refrain from smoking during group activities, including, but not limited to, excursions and meals.

11.3 We may use photographs of you taken during the tour on the BHT or our partner websites, social media channels and/or future literature. Please let us know, by emailing office@britishhistorytours.com, if you would prefer not to have your image used in this way.

12. Financial Protection Insurance



In accordance with the UK Package Travel & Linked Travel Regulations 2018 all passengers booking with **History Holidays Ltd t/a British History Tours** are fully protected for the initial deposit and subsequently the balance of all monies received by us, including repatriation costs and arrangements, arising from cancellation or curtailment of your travel arrangements due to the insolvency of **History Holidays Ltd t/a British History Tours**.

There is no requirement for Financial Protection of day trips or single elements, and none is provided.

History Holidays Ltd t/a British History Tours has taken out an insurance provided by International Passenger Protection Ltd (IPP) with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. This insurance is only valid for passengers who book and pay directly with/to **History Holidays Ltd t/a British History Tours**.

In the event of our insolvency please make contact as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

IPP Claims at Sedgwick

Telephone: +44 (0)345 266 1872

Email: insolvency-claims@ipplondon.co.uk

or online at <http://www.ipplondon.co.uk/claims.asp>

13. Law

13.1 The terms and conditions above are governed by the laws of England and Wales.

Your Holiday Contract is with:	History Holidays Limited.	
	Company Registration Number:	8851851
	Registered Office:	History Holidays Ltd. 1 Alder Avenue, Kidderminster, DY10 2LD, UK.

Version 2.5

Date: July 2023