



## WENDY WU TOURS BOOKING CONDITIONS

The following booking conditions form the basis of your contract with Wendy Wu Tours Ltd, Ground Floor, Cottons Centre, Cottons Lane, 47-49 Tooley St, London SE1 2QG, company number 05107061. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, you confirm that you have had the opportunity to read and have read these booking conditions, the brochure and tour dossier and agree to be bound by them.

These booking conditions only apply to holiday 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 "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated.

For tailor-made holidays, please refer to our Wendy Wu Tailor Made brochure and terms and conditions, or visit our website.

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 Wendy Wu Tours Limited.

### 1. Your Holiday Contract

The first named person on the booking ("lead name") must be authorised to make a booking on the basis of these booking conditions by all persons named 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 lead name confirms that he/she is so authorised. The lead name is responsible for making all payments due to us and to indemnify us for the liability of all party members. The lead name must be at least 18 when the booking is made.

After we receive your booking request and all appropriate payments (see clause 4 "Payment" below), if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name' or your Travel Agent. 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") (except as set out below). We both also agree that any claim (and whether or not involving any personal injury) must be dealt with under the ABTA arbitration scheme (if the scheme is available for the claim in question and you wish to use it - see clause 14) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings can either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

Your invoice will be sent to your travel agent or the lead name on the booking if you have booked direct with us. Please check this invoice carefully as soon as you receive it. 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. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If you wish to change or cancel any arrangements later you may have to pay an amendment or cancellation charge (See Clause 8).

### 2. Your financial protection

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 6639). When you buy an ATOL protected flight or flight inclusive holiday\* from us, you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you, and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

\*The flights and flight-inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

We are a member of ABTA (ABTA number W7994). If your holiday does not include flights, ABTA will financially protect your holiday by ensuring you receive a refund or, if your arrangements include return travel to the UK (other than flights) you are returned to the UK in the event that your holiday cannot be provided as a result of our insolvency. Please go to [www.abta.com](http://www.abta.com) for a copy of the guide to ABTA's scheme of Financial Protection.

ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint (see clause 14), contact ABTA at 30 Park Street, London, SE1 9EQ or see [www.abta.com](http://www.abta.com).

### 3. Your Holiday Price

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

We reserve the right to increase and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error which we are aware of and inform the new applicable price at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the any fluctuation in exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, we will only levy a surcharge if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges). If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 9 "If we change or cancel your holiday". Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 9 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

#### 4. Payment

In order to confirm your chosen holiday, a deposit of at least £350.00 per person (or full payment if booking within 60 days of departure) must be paid at the time of booking. In some cases the amount of deposit may be higher: where, for example, we need to pre-purchase flights tickets, accommodation or other services. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking (you must be insured – please see clause 6 on the subject of insurance).

The balance of the holiday cost must be received by us not less than 60 days prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent.

Our preferred method of deposit payment is by bank debit card or credit card. Balance payment may be made by cash, bank debit card, credit card or cheque (providing there is time to clear it to meet the payment schedule shown above - you should allow 5 working days for clearance from the time we receive it). No charge will be made for deposits and balances paid by Debit Card/Switch/Delta. However, in line with most major operators, we will make a charge of 2% for deposits and balances paid by credit card. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date.

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until a contract between us comes into existence. After that point, your agent will hold the monies on our behalf until they are paid to us. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

#### 5. Travel documents and visas

A Passport with a minimum of six months validity from the intended date of travel, and contains a minimum of two blank pages, is required for travel for all countries in our programme. Visa fees, where required, are included for UK British Citizen passport holders travelling on a fully inclusive group packages with the exception of holidays to Laos. If you hold any other British passport (British Subject, British National Overseas) or you are a non-UK passport holder or you reside outside of the UK you will be required to obtain your own visas at your own expense. Failure to forward passports to Wendy Wu Tours 8 weeks prior to departure could result in a delay to your visa application and you may incur further charges to cover the expedited visa processing. Unless otherwise requested your passport will be returned approximately 4 weeks after receipt. A charge will be made for the express visa service. It is your responsibility to ensure the visa issued to you is correct. Whilst we include the cost of the standard visa application service in your tour price (for UK British Citizen passport holders), we will pass on any additional charges incurred for non-standard visa processing, or where visa charges are increased following publication of the brochure. Should your visa application be refused for any reason and you wish to cancel your booking the cancellation charges under clause 8 will apply. We make no promises that your Visa application will be successful and we cannot accept bookings conditional on the issuing of a visa, or payment of the balance of the holiday cost (see clause 4) to be deferred until visas have been issued. Responsibility for documentation accuracy, passport validity and dispatch of documents rests with you. Wendy Wu Tours accepts no responsibility in this regard. Passports and applications should be sent by tracked delivery or in person. We accept no responsibility for passports lost in the post. It is the responsibility of each passenger to ensure that you carry all necessary passport, visa and other travel documentation as required by the country you are visiting, and that all documents are in date and valid. We do not accept responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements for any part of your holiday. Failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us in full.

Wendy Wu Tours does not guarantee that you will be issued a visa for your holiday as each passenger has different personal circumstances, the decision to approve a visa is down to the relevant embassy and Wendy Wu Tours acts as a third party with no influence on the visa decision.

Wendy Wu Tours will continue to offer the visa service until such time it is no longer possible due to changes in Embassy Regulations, should this occur we will notify you in writing.

#### 6. Travel Insurance, Health and Safety

It is a condition of booking with us that you take out suitable travel insurance covering at least circumstances leading to the cancellation of your booking and providing sufficient medical cover for illness or injury and repatriation while overseas. You must provide us with the name of your insurers and their 24 hour emergency contact number when you book or as soon as possible thereafter. Wendy Wu Tours will not be liable for any costs incurred by you due to your failure to take out suitable travel insurance from the date of booking. You will indemnify Wendy Wu Tours in respect of any assistance or payment made by us in these circumstances.

Details of any compulsory health requirements applicable to British citizens for your holiday are available from the websites listed below. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org). Information on health can be found at [www.nhs.uk](http://www.nhs.uk) and [www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk). For holidays in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health ([www.dh.gov.uk](http://www.dh.gov.uk)). Health requirements and recommendations may change and you must check the up to date position in good time before departure. The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) which you are recommended to consult before booking and in good time before departure.

#### 7. If you wish to change your booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, we will endeavour to make these changes, but it may not always be possible. Any request for changes to be made must be from the lead name on the booking or your Travel Agent. You will be asked to pay an administration charge as set out below per person and any further cost we incur together with any costs or charges incurred or imposed by any of our suppliers in making this alteration. Examples include:

- Minor amendments to the tour booked - £50
- Minor amendments made within 30 days of departure - £50
- Transferring between tours or changing departure date - £50
- Transferring between tours or changing departure date within 60 days of departure is not permitted and cancellation fees will apply
- Reissue of airline tickets, where possible - £50 plus any non-refundable costs of the cancelled ticket and any additional costs of the new ticket
- Once a booking is confirmed no name transfers are permitted and will be regarded as a cancellation and cancellation fees apply

It is important to note that some arrangements such as certain types of air tickets cannot be changed after a booking has been made as they are sold as part of your fixed package: any change will be treated as a cancellation in which case cancellation charges will apply.

#### 8. If you wish to cancel your booking

Because we start to incur costs in relation to your arrangements from the time we confirm your booking, if you cancel we have to make a charge and the nearer to your departure date you cancel, the higher the charge will be. If you wish to cancel a confirmed booking you must do so by writing to our head office. Cancellation takes effect from the day we receive your letter. Cancellation charges are shown in the table below and will be payable immediately on cancellation. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation:

61 or more days Retention of deposit

60 - 42 days 30% including deposit

41 - 28 days 60% including deposit

27 - 15 days 90% including deposit

14 days or less 100% including deposit

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned and we have no liability in these circumstances.

#### 9. If we change or cancel your holiday

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. The right is also reserved to change airline, aircraft types and vessels scheduled for any specific departure. Even after we have confirmed your booking we may have to make alterations to confirmed arrangements. Most such alterations will be minor and of little effect on your overall arrangements and while we will do our best to notify you of any such minor change before your departure, we will have no other liability to you. Occasionally we may have to make a significant change to your confirmed arrangements.

Significant changes include but are not limited to the following (which are illustrative):

- Change of UK departure airport. (A change from one London airport to another is not considered a major change. London airports are Heathrow, Gatwick, Stansted, Luton and London City)
- Change of your time of departure or return by more than 12 hours
- Change of resort
- Change of holiday accommodation to accommodation of a lower official rating.

If we have to make a significant change, we will notify you as quickly as possible and offer you the following options:

(a) (for significant changes) accepting the changed arrangements or

(b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or

(c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us

In addition, if you choose (a) or (b) above, and the change is not due to 'force majeure'(see clause 10 "Force Majeure"), you will receive as compensation a credit towards the cost of your arrangements, or any alternative selected, of the amount shown in Scale A below. If you choose (c) we will pay you compensation of the amount shown in Scale B below. In all cases we will have no liability for any other or greater compensation, or for expenses or losses incurred as a result of any change.

Period before departure date notification given by us Credit/Compensation per fare paying passenger (excluding children)

	SCALE A	SCALE B
0 - 7 days	£50	£25
8 - 14 days	£40	£20
15 - 28 days	£30	£15
29 - 42 days	£20	£10
43 - 56 days	£10	£5

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

## 10. Our liability to you

(1) We will take reasonable care to ensure that the holiday arrangements we have agreed to make, perform or provide as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we may accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result solely of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used and you have suffered loss as a result if you wish to make a claim against us. In addition, 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).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), 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 holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 11 below

(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 your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract including any excursion you purchase in resort. Please also see clause 12 "Excursions". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care in performing our contractual obligation as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws, regulations and relevant standards of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 10(1). 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 have not exercised reasonable skill and care.

(5) 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 £1,500 per person affected unless a different limitation applies to your claim under this clause or clause 10(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

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 insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 10(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea and COTIF, the Convention on International Travel by Rail). 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 claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses including self employed loss of earnings.

## 11. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we will not 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, or the consequences of which, we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are not limited to but may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear

disaster, adverse weather conditions, volcanic activity, seismic activity, fire, pandemics, epidemics and all similar events, natural or man made, outside our control or that of our agents or suppliers.

## **12. Excursions**

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other 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 or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 10(1) of our booking conditions will not apply to them. We do not however exclude liability 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 activities or excursions or about the area you are visiting generally or that any particular excursion or 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 or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, 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 or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

## **13. Complaint procedure**

If you have a problem during your holiday concerning any service provided as part of the arrangements we have confirmed, you must inform our National Escort or Local Guide (or, if none available, with our local agent or hotel manager) immediately to enable them to try to resolve the matter. Any notification must be put in writing and given to our representative / agent and the supplier as soon as possible. Our emergency number is manned 24 hours a day, seven days a week and is 07984 041625. Until we know about a complaint or problem, we cannot begin to resolve it. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the lead name should write to us. If you fail to follow this simple complaints procedure, your right to claim any compensation may be otherwise have been entitled to may be affected or even lost as a result.

## **14. Arbitration**

Disputes arising out of, or in connection with your booking which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by ABTA Ltd and administered independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this. Where we act as agent, please bear in mind that your contract is with the supplier of the arrangements concerned. Unless the supplier is also a member of ABTA, only disputes relating to our actions as agent can be dealt with by the arbitration scheme or mediation procedure and not complaints about the arrangements themselves or the acts / omissions of the supplier.

## **15. Conditions of Suppliers**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see clause 10(4)). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

## **16. Behaviour**

When you book a Holiday with Wendy Wu Tours Limited you accept responsibility for the proper conduct for yourself and your party whilst on Holiday. If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them 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. You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid directly at the time to the service supplier concerned. 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.

## **17. Special Requests**

If you have any special requests, you must inform us prior to booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Unless you receive written confirmation from the supplier that a special request will be complied with, you must assume that it will not be. The responsibility for providing the special request lies solely with the supplier and not with Wendy Wu Tours.

We regret we cannot accept any conditional bookings, i.e. any booking which 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.

## **18. Fitness, Medical Conditions & Disabilities**

Please note that China and the surrounding regions is a vast area with varying terrain (including steps, steep hills and uneven walkways) which can be difficult to negotiate. An indicated 'tour pace' is outlined clearly in this brochure and in the tour specific Tour Dossiers. It is your sole responsibility to ensure that you are sufficiently fit and well to negotiate these areas, without any adverse effect on the overall group or tour operation. You should check that your proposed areas of travel are suitable dependant on your own health, including any medical condition and/or disability that you may have.

If you or any member of your party has any medical condition or disability which may affect your 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 confirm 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 holiday develops after your booking has been confirmed. Should this condition not be met, Wendy Wu Tours reserves the right to terminate the holiday of the person(s) involved, as described in section 16.

## **19. Flights**

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm).

In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 "If we change or cancel your holiday" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

## **20. Delay and Denied Boarding Regulations**

In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). The ferry, tunnel or rail operator is similarly responsible in relation to any delayed or cancelled sea crossing or international rail departure. Except where otherwise stated in our brochure or on our website, we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so. Any airline concerned may however provide refreshments etc.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10(2) of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. 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 as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. 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](mailto:passengercomplaints@caa.co.uk) or see [www.caa.co.uk](http://www.caa.co.uk) - referring your complaint to the CAA.

## **Data protection**

In order to process your booking and meet your requirements, we must pass your personal details on to the relevant suppliers of your travel arrangements. In accordance with current legislation and GDPR regulations our privacy policy is available at <https://www.wendywutours.co.uk/help-and-advice/privacy-policy/>. We would also like to hold your information (including any email address), where collected by us, for our own future marketing purposes (for example, to inform you of promotional/competition offers or to send you our brochure).

Wendy Wu Tours Ltd. may wish to contact you by post, e-mail and/or telephone with news, information and offers on its holidays we may have available and for market research purposes. If you prefer not to be contacted for the purposes set out above then please contact the Data Protection Officer at the above web address. You can opt out of all communications at any time.