

# **Backroads Britain Tours LLC**

## **Terms and Conditions v2. January 2024**

These Terms and Conditions, together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Backroads Britain Tours, fully owned by Keith Warner and registered as an fully insured LLC in Alabama, USA.

Please read **all** these terms carefully as they set out our respective rights and obligations. In these Terms and Conditions references to “you” and “your” include the first-named person on the booking (the “Lead Tourer”) and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the Lead Tourer agrees on behalf of all persons detailed on the booking that:

1. he/she has read these Booking Terms and Conditions and has the authority to and does agree to be bound by them;
2. he/she consents to our use of personal data in accordance with our Terms, Conditions and Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
3. he/she is at least 21 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

## **Booking & Paying For Your Tour**

A booking is made with us when you:

1. complete and send an official booking form to us
2. pay us a non-refundable\* deposit of 25% of the price of your arrangements (or full payment by the balance due date); and
3. we issue a booking confirmation to you via the Lead Tourer.

\*100% refundable, less 10% to cover transaction charges and admin fees, if the cancellation is received more than 30 days before the start of your tour.

Upon receipt, if you believe that any details on your booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

## **Accuracy**

We endeavor to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices, star ratings, minor transfer timetables and other details in such circumstances. You must check the current price and all other details relating to the travel arrangements that you wish to book before you make your booking.

## **Pricing**

We reserve the right to amend advertised prices at any time, in particular those listed on our website. We also reserve the right to correct errors in both advertised and confirmed prices. You must check the price of your chosen travel arrangements at the time of booking.

## **Pricing – Inclusions & Exclusions**

Prices are subject to change, until the booking has been confirmed.

What is included is stated, specifically on each page.

Tour prices do not include entry to any attractions. What is included will clearly be shown in your booking confirmation email.

Gratuities to your guide/driver are at your discretion.

### **Insurance**

We strongly recommend that you purchase a comprehensive Travel and Health Insurance Policy prior to departure. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

We strongly suggest that your insurance policy include provisions, covering you for (but not limited to) the following situations:

1. Where you have been diagnosed with Covid-19 before departure and are no longer able to travel;
2. Where you have been in contact with someone that has been diagnosed with Covid-19 and need to self-isolate;
3. Where you have been contacted by NHS Test and Trace (or the national or local test and trace systems) and you are required to self-isolate;
4. You have been diagnosed during your tour or have otherwise come in contact with someone who has been diagnosed with Covid-19 and you are now required to self-isolate. Your insurance policy should cover you for repatriation where necessary, emergency medical expenses abroad and additional costs of accommodation and/or transport if you need to self-isolate whilst abroad;
5. You live in a place that has imposed lockdown restrictions; and
6. The hotel or destination you are traveling to have imposed lockdown restrictions.

## **Events Beyond Our Control**

Where an Event Beyond Our Control occurs, we will endeavor to provide suitable alternative arrangements or refunds where possible. However, we cannot guarantee that we will be able to provide a refund and we will not be liable to pay you any additional compensation. Except where otherwise expressly stated in these Booking Terms and Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purpose of these Booking Terms and Conditions, this means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, global epidemics or pandemics (including, but not limited to the ongoing effects of Covid-19 or any new strain of the coronavirus), or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, traffic congestion/restrictions and all similar events out of our or the supplier(s) concerned control.

Up to date travel advice can be obtained from the UK's Foreign Commonwealth and Development Office, which you can visit at <https://www.gov.uk/travelaware>.

Non-British passport holders, including other EU nationals, should obtain up-to-date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are traveling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to

reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

### **Force Majeure**

While Backroads Britain Tours makes every effort to provide on-time service, Backroads Britain Tours is not liable for acts of God, fire, weather, acts of governments or other authorities, wars, civil disturbances, riots, terrorist acts, strikes, thefts, pilferage, epidemics, quarantines, dangers incident to sea, land and air travel, road conditions, mechanical problems, or other similar incidents beyond its control.

Backroads Britain Tours is not liable for any inconvenience or expense caused as a result of such delay.

### **Special Requests**

Any special requests must be advised to us at the time of booking e.g. mental or physical disabilities; food allergies; exemptions to wear masks to help prevent contracting Covid-19, etc, which may impact your experience of the tour(s) we deliver. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

### **Disabilities and Medical Problems**

We are not a specialist disabled tour company but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your tour or single service travel arrangements, please provide us with full details before your booking is confirmed so

that we can try to advise you as to the suitability of your chosen travel arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour or single service travel arrangements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges, (as set out in clause 14), when we become aware of these details.

### **Behaviour**

All our customers are expected to conduct themselves in an orderly, *safe* and acceptable manner and not to disrupt the enjoyment of others. Any parents or guardians of children (12 and over) on our tours are responsible for them. It is *not* the responsibility of our guide to chaperone them.

If in our opinion, the opinion of any venue's staff, driver, property owner, or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to us, any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your tour / booking immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your tour or other arrangements immediately. We will not have any further obligations to you and/or your party. No refunds for incomplete tours, venue / attraction tickets or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the venue / attraction manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a

result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

**Note:** The wearing of masks in our vehicle may be required, irrespective of what the local and / or national laws state as it will be at our discretion to ensure that we are all as safe as possible. We will confirm this prior to your tour(s). If any of your group has a medical exemption to wear a mask, you must provide evidence at least 24 hours in advance of your tour(s). Otherwise, refusal to wear masks when you have been asked to, means we have a right to refuse or stop delivering the tour(s) you have booked with us, even on the day of the tour(s). In such cases, the entire private tour will cease and we will ensure that you have access to the nearest public transport to continue your respective journey. We shall not be liable for any loss and / or expenses incurred by you and anyone in your group as a consequence. No refunds, full or part, will be awarded.

### **Conditions of Suppliers**

Some of the arrangements which make up your tour(s) are provided by independent suppliers, for example, venue, attractions, pubs, cafes, etc. Those suppliers provide these services in accordance with their own terms and condition. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. You are responsible for looking up / asking for such information directly from the supplier(s) concerned, should you wish to.

### **Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on the tour or single service travel arrangement are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. Although we may recommend

certain suppliers / partners to you, we are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

### **Accident or Loss**

We have no liability for loss, damage, delay, inconvenience, or direct or consequential loss, however caused, unless due to our employees negligence, in which case our liability is limited (except for death or personal injury) to a maximum of the refund of the tour cost.

We do not own or manage the vehicles, accommodation, and restaurants used and we have no liability for loss or damage caused by the proprietors or operators thereof.

### **Children**

Due to the nature of our tours, and for insurance purposes, the minimum age for any of our tours is 12 years old.

Under 18 (i.e. 17 years and younger) must be accompanied by an adult (aged 18 years or over) on all tours at all times.

### **Pets or animals**

Pets or animals of any nature are expressly prohibited in any vehicle or on any tour (except for guide dogs and hearing dogs) without the express permission of Backroads Britain Tours.

### **Luggage**

An allowance of one suitcase, not exceeding 44lb in weight ,or 30 x 17 x 10 in dimension is permitted together, with a small carry on. Any items left on a vehicle used by Backroads Britain Tours are left at the owner's risk. Backroads Tours will take no responsibility for loss or damage to these items.

### **Cutting Your Tour Short**

If you are forced to return home early, we cannot refund the cost of any arrangements you have not used. If you cut short your holiday (vacation) and return home early in circumstances where you have no



reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your tour(s) not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### **Law and Jurisdiction**

These Booking Terms and Conditions are governed by US Federal Law and we both agree that the courts of the USA have exclusive jurisdiction over any dispute, claim or other matter which may arise between us.

### **If You Transfer, Change, and Cancel Your Booking or You Do Not Show Up or You Are Late for Your Tour**

Transfers: If you or any member of your party is prevented from traveling, that person(s) may transfer their place to someone else, subject to the following conditions:

1. that person is introduced by you and satisfies all the conditions applicable to the arrangements;
2. we are notified not less than 14 days before the tour date;
3. you pay any outstanding balance payment, an amendment fee of \$200 per person transferring, as well as any additional fees, charges or other costs arising from the transfer including all costs and charges incurred by us and/or incurred or imposed by any of our suppliers; and
4. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges, as set out in this clause, will apply in order to cover our estimated costs. Otherwise, no refunds will be given for customers not traveling or for unused services. This included no-shows to tours.

Note: We reserve the right to decline delivering any tour, whether in full or part, (and even on the tour date itself), if we discover that an

alternative person(s) has joined the tour without us being notified based on the timescales set out in clause 14.2. This includes persons who have been booked under the pretence that they are 10 years or younger to get a free tour. For the sake of clarity, ages apply to actual tour date(s) and not the date when you made the booking(s). In such cases, the entire private tour will cease and we will ensure that you have access to the nearest public transport to continue your respective journey. We shall not be liable for any expenses incurred by you and your group as a consequence. No refunds, full or part, will be awarded.

### **Changes to Bookings**

If you wish to change any part of your booking after our booking confirmation has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of \$200 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the arrival date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you.

Note: Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

### **Cancellations**

If you, or any member of your party, decide to cancel your booking after it has been confirmed, the first-named person on the booking must contact us via email at [backroadsbritaintours@gmail.com](mailto:backroadsbritaintours@gmail.com). Your notice of cancellation will only take effect when it is received in writing by us and will be effective from the date on which we receive it. Email is an acceptable method of notice in writing, however, where you

choose to correspond with us by email, you accept that our responses and all future correspondence shall also be by email.

Should one or more members of a party cancel, it may increase the per person tour price of those still traveling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges\* as follows (the cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):

\* 2023 update: For tours booked to take place between 1st January 2023 to 31st December 2024, cancellation charges only apply for cancellations received 7 days or less of tour date(s). N.B. A 5% charge will, however, apply to cover non-refundable third-party payment processing fees and admin fees. Any venue tickets already purchased by us to secure your visit(s), where applicable, are not refundable irrespective of the timeframe as some tickets need to be booked weeks in advance to ensure access.

Please note that amendment charges are not refundable in any circumstances.

**Important Note:** Certain arrangements may not be amended or transferred after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance provider. Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

**Lateness and no-shows:** Our no refund policy also applies when the 'Lead Tourer' or anyone in your group is more than 60 minutes late in

arriving at the agreed meeting point for the agreed tour start time, (regardless of any communication about this at the time); including no-one turning up, ('no-shows') within 60 minutes of the agreed tour start time.

It will be at our discretion whether we still progress with any tour thereafter as it is dependent on many different factors, e.g. pre-booked time slots at venues for reasons such as social distancing; viability of completing the tour without rushing and impinging on the safety and / or quality and / or everyone's enjoyment; another tour that we need to deliver after your booked tour.

Your booked guide, Keith, will leave the meeting point after 60 minutes, particularly if no-one has contacted him by a phone call at the mobile / cell phone number you will have been provided with your booking confirmation. You have similar rights: If your booked guide, Keith, is more than 60 minutes late – and based on the same expectations and criteria, in his case, about communicating with the 'Lead Tourer' – you will be offered a 100% refund if you decide not to go ahead with the tour after having waited for at least 60 minutes. Either party should provide photograph(s), taken on-site of the meeting location, after 30 minutes of the agreed tour start time as evidence they were at the right meeting point. The photographs should be sent by SMS / iMessenger / WhatsApp as soon as reasonably possible, (preferably within 35 minutes of the agreed tour start time), and before departing the meeting location / area. Photographs, taken on-site by either party, help alleviate any misunderstandings about the location of the meeting point. No-one, (your group or Keith), should be expected to have to return to the meeting point after the 60 minutes has lapsed, no matter how soon after that time.

Please be assured, we will be as reasonable and understanding as we can about lateness – especially if there has been two-way communication about what the expected time of arrival of anyone being late – and kindly ask that you are too; however, it is important that policies about lateness and no-shows are understood beforehand.

Delays which are out of our respective control, (e.g. public transport delays, traffic via taxi, etc), are life's frustrations: Please always allow extra time to reach your agreed meeting point promptly to avoid lateness. Your guide, Keith, always ensures he adds travel extra time to reach the meeting points of the tours he delivers. We kindly ask that you please do so too.

### **If We Change or Cancel Your Booking**

We may in certain circumstances be required to cancel your booking prior to your arrival in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by Events Beyond Our Control (see clause 6) to change or cancel your tours(s) after your arrival at the destination, in which case we will offer you alternative arrangements or a postponement of your booking. We are unable to offer refunds in the event of an Events Beyond Our Control however, where this is your preference, we will endeavour to refund you to the extent we are able to (i) reclaim payments made to suppliers or (ii) resell the arrangements. You must notify us of your choice within the deadline notified to you. If you fail to do so we will assume that you have chosen to accept the alternative arrangements or a postponement. If this situation does occur, we regret we will be unable to pay you compensation or meet any costs or expenses you incur as a result.

### **Complaints**

We make every effort to ensure that your visit(s) run smoothly at the venue(s) but if you do have a problem during your tour, please inform the relevant supplier immediately. We do not handle complaints on behalf of third parties.

If your complaint is directly related to the service we offer, e.g. the tour(s) delivered by Keith, please email us within 7 days of your tour date. Please provide your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause

may affect ability to investigate your complaint and will affect your rights under this contract.

### **Our Responsibilities For Your Booking**

1. Subject to the remainder of this clause, we have a duty to either select the suppliers of the services making up your booking with us with reasonable skill and care (where we use the services of third party suppliers to provide your booking) or to provide the services you have booked with reasonable skill and care (where we are performing those services). We have no liability to you except in cases where it is proved that we have breached that duty and damage to you has been caused.
2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  3. the act(s) and/or omission(s) of the person(s) affected; or
  4. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  5. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  6. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
7. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
8. **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
9. **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum will only be payable where everything has

gone wrong and you have not received any benefit at all from your booking.

10. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
11. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 21 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
12. Please note, we cannot accept any liability for any damage, loss of expense or other sum(s) of any description: (a) 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 (b) relate to any business.
13. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our marketing materials or website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

## **Contact Us**

Backroads Britain Tours LLC welcomes your questions and comments regarding these Terms and Conditions.

Please email us at [backroadsbritaintours@gmail.com](mailto:backroadsbritaintours@gmail.com).

Effective as of January 1st 2024, these Terms and Conditions supersede any and all previous Terms and Conditions pertaining to Backroads Britain Tours LLC.