

TERMS & CONDITIONS



OUR AGREEMENT WITH YOU

Our Agreement With You sets out what you are legally entitled to expect from us when you buy an excursion from us and will not apply to any course of dealings between us other than the excursion purchased in the destination and sold by the entity shown in our leaflets. Please read these terms and conditions carefully, before you book, to see how they affect your specific excursion arrangement made by us.

You are given the ability to obtain excursion, activity, attractions and ticket services (hereinafter referred to as 'excursions'), subject to the acceptance of these Booking Terms and Conditions, in accordance to the prices, rates and conditions of cancellation displayed in the leaflet at the moment of booking.

1. Your Excursion Booking

Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. You must be 18 years old at the time of booking and possess the legal capacity and authority to book as the lead name and enjoy an excursion with us and take up the offers advertised by us if they are still available. You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

It is your responsibility to ensure that you and your party abide by supplier's terms and conditions and the relevant health and safety instructions.

TERMS & CONDITIONS



It is your responsibility to declare any health issues that may prevent you or any party member from participating in the excursion or that may cause potential risk to yourselves or others.

Some excursions may have certain restrictions based on age, health, weight and/or height, which have been imposed by the supplier. For your own safety, we urge you to abide by them.

It is your responsibility to ensure you and your party read all literature carefully for details of the level of the excursion and the necessary experience (if any) and/or ability required.

Group sizes may vary from 1 to 99 participants. If the excursion you choose does not expressly indicate that it is suitable for less mobile people, it is unsuitable for people with mobility issues.

Please be aware that some excursions do carry an element of risk and it is your responsibility to ensure that the excursion is suitable for you and/or your party and that you are fit enough to join in. We urge you to check that you have suitable and valid insurance for your excursion and optional extras. It is your responsibility to declare any material facts including known medical conditions to your insurers, as failure to do so may result in a claim being reduced or declined.

It is highly advised when you book with us that you and all other members of your party, including infants and children, are adequately insured on holiday. Any person who is under 18 years old must be accompanied by an adult on his or her excursion. There may be other restrictions and conditions on some offers, but these are explained in the details of those offers. Confirmation of your booking will be provided in a printed ticket by our representative (optionally sent to an email address supplied by you instead) if you do not receive this please contact us.

TERMS & CONDITIONS



The contractual terms of Our Agreement apply between you and us because you have chosen an excursion with us.

During the booking process, we will request personal data such as your name, surname or credit card details. All of the data collected will be treated in accordance with our Privacy Policy.

2. The Price You Pay

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time.

The price of the excursion that you will pay to us when you confirm your booking includes:

- All services specified on the booking confirmation.
- Corresponding VAT.

The price does not include any service that is not specified in the booking confirmation.

Forms of payment we accept:

- Cash
- Mastercard.
- Visa.
- Amex.

If payment is done by credit/debit card, the full quoted amount will be deducted from your credit or debit card. Payment transactions on our devices are encrypted by a secure payment system endorsed by some of the world's leading banks and our site is verified by Thawte.

TERMS & CONDITIONS



This technically secure environment ensures that credit card details cannot be intercepted and are not revealed to anyone other than to financial institutions required to process payment instructions from the customer.

TUI Value Guarantee

All TUI excursions are covered by our best Value Guarantee. This means that you can be sure that you will not find the same great value excursion at a lower price anywhere else. If you do, we will refund you the difference subject to the conditions detailed below.

Value Guarantee Conditions: This guarantee applies to TUI excursions. To claim your refund of the price difference, you must provide documented evidence of the cheaper excursion more than 24 hours prior to the excursion start time*. As documented evidence we shall accept any published material where all conditions of the excursion can be verified e.g. a current printed brochure or website screenshot including valid URL. The excursion must be identical to that offered by TUI, and shall not be part of a package, in terms of: currency, itinerary, content, stops, length of excursion, bus quality, language and number of languages spoken and service given. Excursions must operate during the same calendar week (Mon - Sun). The Value Guarantee does not apply to unlicensed/illegal traders and excludes special offers.

The following services are not considered as excursions for the purpose of the Value Guarantee and therefore are excluded from the Value Guarantee: Flight Extras, Flight tickets, VIP Airport Services, VIP Lounges, Transfers, Merchandise, Childcare Extras, Rental Cars, Vehicle Rentals, Service Fees, Golf Extras, Wedding Extras, Hotel Upgrades, Entertainment Games and/or Event Ticket Deposits.

*for guests who book more than 2 weeks before the excursion start time, claim should be submitted within one week from the time of the booking.

TERMS & CONDITIONS



3. If We Cancel Your Booking

We aim to provide your excursion as booked. But if, for example, there are not enough people booked on your excursion, we may cancel it. We reserve the right to cancel your excursion in any circumstances but if we cancel your excursion, you can either have a refund or accept a replacement excursion from us of equivalent or similar standard and price, if we are able to offer you one. Should you choose this option the terms and conditions of your excursion will not change and these conditions will still apply to your booking. In either case, we will always refund the difference in price if the replacement excursion is of a lower standard and price.

4. If We Cancel Your Booking Details

We hope that we will not have to make any change to your excursion but we sometimes do need to make changes. We reserve the right to do this at any time. We will let you know about any important changes when you book. If you have already booked, we will let you know as soon as we can, if there is time before your excursion. Excursions timings shown by us may change. Your Confirmation ticket will show the latest planned timings. Your actual timings will be shown on your ticket (including any e-ticket itinerary), which you should check carefully as soon as you receive it.

Major Changes To Your Excursion

Occasionally, we have to make major changes to your excursion.

If we tell you about any of these changes after we have confirmed your booking, you may either:

- accept a replacement excursion from us of equivalent or similar standard and price, at the date of the change, if we are able to offer you one. We may offer you a replacement excursion from another company in our group. Should you choose this option the terms and

TERMS & CONDITIONS



conditions of your excursion will not change and these conditions still apply to your booking; or

- cancel your excursion with us and receive a full refund of all money paid.

We will always refund the difference in price if the replacement excursion is of a lower standard and price, at the date of the change.

If The Change Is Not Acceptable To You

If any major change indicated above is not acceptable to you, you can cancel your excursion booking. In this case, we will refund all the money you have paid us.

Important Note – Events Beyond Our Control

Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

5. Our Responsibility For Your Excursion

We will arrange for you to receive the services that make up the excursion that you choose and that we confirm. These services will be provided either directly by us or through independent local suppliers at destination contracted by us. We are responsible for making sure that each part of the excursion you book with us is provided to a reasonable standard and as was advertised by us (or as changed and accepted by you).

TERMS & CONDITIONS



We have taken all reasonable care to make sure that all the services which make up your excursion advertised by us are provided by efficient and reputable businesses. These businesses should follow local standards.

6. Personal Injury

If you suffer injury, illness or death directly as a result of the services provided as part of your excursion we may make a payment to you. We will not make any payment if your injury, illness or death was caused by an event or circumstances which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care. We will not make any payment if your illness, injury or death was your own fault.

- 1.** You must tell us and the supplier involved about your injury or illness while you are in the resort. You should also write to our Customer Support team about your claim within three months of your excursion to allow us to investigate it properly and cooperate with us so as to enable us to carry out such investigation. Please include a letter about your injury or illness from your doctor if you can.
- 2.** You should transfer to us any rights you have against the supplier or any other person.
- 3.** You should cooperate fully with us if we or our insurers want to enforce those rights.
- 4.** Any payments we make may be limited in accordance with international conventions.

TERMS & CONDITIONS



We ask you to transfer your rights to us so that we can claim back from suppliers any payments we make to you, plus any legal or other costs. We will not make a profit from this. If we get back from the supplier more than we have paid you plus these costs, we will give the extra money to you.

If you or someone on your excursion booking is injured, falls ill or dies while taking part in an activity which is not part of the excursion, or you need to incur unpredictable extra expenses for which we are not liable because the event is beyond our control we will, where appropriate and subject to our discretion, try to help if we can.

YOUR AGREEMENT WITH US

7. Your Contract

By asking us to confirm your booking, you are accepting on behalf of all persons under the booking that the terms of this Agreement, constitute the entire agreement between us with regard to your booking and your excursions arrangements. You also consent to our processing personal information about you and other members of your party. Where the context permits, reference to 'you' and 'your' will include you and all persons under this booking.

It is your responsibility to comply with all passport, visa and other immigration requirements. Your passport and travel documents must be intact; you may be refused travel if they are damaged or have been tampered with. We do not accept any responsibility if you cannot travel because you have not complied with these requirements.

8. If You Change Your Booking

You must ensure all names and details are entered correctly at the time of booking. You will receive a confirmation ticket once your booking is

TERMS & CONDITIONS



confirmed and must contact us straight away if there is something that you need to correct, or if you don't receive it for any reason.

You will be able to reduce the number of people on the excursion as well as the excursion date. For any changes you must contact our Customer Service team, or your TUI Rep in resort at least 24 hours before the published pick up time.

When changing your excursion details, the price of your excursion will be based on the price that applies on the day you make the change. These prices may not be the same as when you first made your booking.

9. If You Cancel Your Booking

Refunds are only given on cancellations made at least 24 hours before the published pick up time.

If you don't show to the excursion, no refunds will be made.

10. If You Have A Complaint

If you have a complaint about your excursion, you must immediately notify the supplier of the service in question locally. If they are unable to resolve the problem immediately, and a member of our staff is not available, you should contact us straight away by phone/fax/email and we will endeavor to assist. If you are still not satisfied on your return home, you must write to our Customer Support team within 28 days of the excursion to allow your complaint to be investigated properly. Please write your excursion confirmation number on your communication, and include your daytime and evening telephone numbers. If you do not give us the opportunity to resolve any problem locally by reporting it to the supplier, or calling and informing us, then we may not be able to deal positively with any complaint.

TERMS & CONDITIONS



11. Conduct While The Excursion

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behavior is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other person in the excursion or our staff or agents in any risk or danger, on the telephone, in writing or in person.

For the purposes of this section reference to 'you' or 'your' includes any other person in your party.

12. The Conditions Of Your Ticket

When, as a part of the excursion, you have to travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention. You agree that the transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company.

13. Contacting You

If you have requested any correspondence with us, we will communicate with you using the email address you have provided. For example, to provide your e-confirmation, e-ticket, e-cancellation, etc. We will assume that your email address is correct and that you understand the risks associated with using this form of communication. Please note that you may still have to contact us via our call center or in writing as required in our terms and conditions.

TERMS & CONDITIONS



14. Legislation and courts of jurisdiction

These Booking Terms and Conditions shall be governed by national applicable legislation of the country where the excursion has taken place. Shall a conflict be taken to court by the parties they hereby submit and consent, expressly renouncing to any other jurisdiction, to the Courts of Law of the user's place of residence.

15. Privacy Policy

In accordance with the General Data Protection Regulation (EU 2016/676) and other applicable data protection legislation, we inform you that the data controller of your personal data is the TUI company to which you have purchased the excursion at the destination, part of the TUI Group. Unless expressly stated otherwise, it is mandatory that you provide us with your personal data in order to accomplish the reservation of contracted services (i.e. vacation packages or services at destination like excursions or ancillaries) and to manage the contractual relationship with you. In case you do not provide us with your personal data, this may mean that we will be unable to offer you the contracted services.

We will also process your personal data to keep you informed of possible products or services offered by us in which you might have an interest. We will only request from you the necessary personal data and, therefore, will process them for the sole purposes described in this Clause.

Your personal data will be retained the time necessary to manage the contractual relationship you have with us, and will be eliminated when they are no longer necessary for the aforementioned purpose.

The process of your personal data by us is based on the existence of the contractual relationship maintained with you as a result of the purchase of vacation packages or services at destination.

Your personal data will be communicated to the destination staff and suppliers in order to provide you the contracted services. We also may share

TERMS & CONDITIONS



the minimum personal data necessary with other companies in the TUI Group, for example, to provide the products and services you request. So this communication is covered by the existence of the contractual relationship maintained with you.

This destination staff and suppliers can be situated in a country that no ensures an adequate level of protection of your personal data. In that case, we will take the appropriate safeguards in order to guarantee the respect for the privacy of the individuals and their fundamental rights and freedoms and to guarantee the exercise of their respective data protection rights. Likewise, we inform you of the possibility of exercising rights of access, rectification, erasure, restriction on processing, objection and portability of your personal data by sending us a written request by email (gdprdx@tui.com). Notice that you must attach to your request a photocopy of your ID or similar personal identification document.

We aim to resolve your complaints but if you are dissatisfied with our response, you may complain to the local data protection authority. For more information about the processing of your personal data, you can consult our Privacy Policy (see link below)

[PRIVACY POLICY](#)