

Ethical Tours – Terms and Conditions

Ethical Tours accepts bookings subject to the following conditions.

1. Contract

The contract is between Ethical Tours and the client, being any person travelling or intending to travel on a tour operated by the business. The contract, including all matters arising from it, is subject to Irish law and the exclusive jurisdiction of the Irish courts.

A booking is accepted and becomes definite only from the date when Ethical Tours sends a confirmation. It is at this point that a contract between the business and the client comes into existence. Before a booking is confirmed and the contract comes into existence, Ethical Tours reserves the right to increase or decrease brochure prices. The business, or its agents, reserve the right to decline any booking at their discretion.

2. Secure a booking

A deposit of 20% is required to secure a booking. Full payment is required if travel is within 56 days of departure.

The first named client must be over 18 years of age. Clients booking by telephone, website, email or fax will be deemed to have signed the booking form and read and accepted these terms and conditions. The person signing, or being deemed to sign, the booking form warrants that they have full authority to do so on behalf of all persons whose names appear on it, and confirms that all such persons are fully aware of and accept these conditions.

The balance of all monies due, including any surcharges applicable at the time, must be paid to Ethical Tours not later than 56 days before departure. In the case of non-payment of the balance by the due date, Ethical Tours reserves the right to cancel the booking and cancellation charges will apply.

3. Travel insurance

Travel insurance is mandatory for all clients whilst on a tour organised by Ethical Tours.

Clients are wholly responsible for arranging their own insurance. Clients must ensure they are in possession of private travel insurance covering the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate cover.

4. Change of confirmed booking

An administration fee of €30 per booking, plus any additional costs incurred, will be charged if a confirmed booking is changed or transferred to a different departure date

up to 28 days prior to departure. Thereafter, all changes will be treated as cancellations and subject to the relevant charges.

Changes are subject to availability. For an administration fee of €30, a client may request a credit voucher. This must be redeemed within 12 months of issue and used against a new booking.

5. Cancellation charges

Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written notification is received by Ethical Tours, or its agent, as a percentage of the total tour price, including surcharges, as follows:

- More than 60 days before the starting date of the holiday: deposit only.
- 59 to 35 days before the starting date of the holiday: 30% of holiday cost.
- 34 to 15 days before the starting date of the holiday: 50% of holiday cost.
- Less than 14 days before the starting date of the holiday: 100% of holiday cost.

All cancellation charges apply to each person covered by any booking. In the event that one person due to share a room cancels, the other person will be charged a single room supplement.

Transfer of booking

Where the client is prevented from proceeding with the holiday, they may transfer their booking to a person who satisfies all required conditions, having first given Ethical Tours reasonable notice in writing of their intention to do so before the departure date. Such notice must be no less than 21 days prior to departure.

The transferee must sign a booking form and comply with any other requirements of Ethical Tours applicable to the holiday.

The client transferring the booking remains jointly and severally liable with the transferee for the payment of any balance due and for a substitution fee of €30 per person substituted, subject to a maximum of €120 per booking.

Insurance is not transferable.

Some suppliers, such as carriers, impose cancellation fees and restrictions outside the control of Ethical Tours, and for which Ethical Tours shall not be held liable. The transferor and transferee are both liable for any such cancellation fees.

6. Holiday participation

The client agrees to accept the authority and decisions of Ethical Tours' employees, representatives, tour leaders and agents during the full duration of the holiday, starting

at the first meeting point on day one and finishing at the last meeting point on the final day.

If, in the opinion of such persons, the health, level of fitness or conduct of a client at any time before or after departure appears likely to endanger the safe, comfortable or enjoyable progress of the holiday, the client may be excluded from all or part of the holiday without refund or recompense.

In the case of ill health, Ethical Tours may make such arrangements as it sees fit and recover the costs from the client. If a client commits an illegal act, the client may be excluded from the holiday and Ethical Tours shall cease to have responsibility to or for them.

If a client has any condition, medical or otherwise, that might affect their own or other people's enjoyment or active participation in the tour, they must advise Ethical Tours at the time of booking. No refund will be given for unused services.

7. Accommodation on request

Where special accommodation is requested by the client after the booking has been confirmed, an additional administration charge of €30 will be payable by the client. Ethical Tours shall also invoice any additional costs directly incurred.

Ethical Tours shall only be obliged to provide services in accordance with special requests where it specifically commits itself in writing to do so. No liability shall attach to Ethical Tours for failure to comply with a special request that has not been confirmed in writing.

8. Registration of complaints

Should the client have any reason to complain, they must immediately notify their tour guide. If the complaint is not dealt with satisfactorily at the time, the client must write to Ethical Tours with full details of the complaint within 28 days of the end of the tour.

Failure to notify complaints in accordance with this clause may diminish or extinguish the client's ability to claim compensation.

9. Insurance

Although not compulsory beyond the mandatory travel insurance requirement set out above, Ethical Tours strongly recommends that customers purchase travel insurance covering holiday cancellation, luggage loss and theft, personal and third-party injuries and repatriation.

Ethical Tours does not accept responsibility for any of the above in circumstances where insurance would otherwise apply.

10. Price variation

All prices quoted are stated in Euros (€) and are based on tariffs and exchange rates current and appropriate at the time of publication.

The holiday price is subject to surcharges on the following items: government action and currency fluctuation. Ethical Tours absorbs an amount equivalent to 2% of the holiday price, excluding insurance premiums and amendment charges. Only amounts in excess of this 2% will be surcharged.

If this results in an increase of the holiday price of more than 10%, the customer will be entitled to cancel the holiday and receive a full refund of all monies paid, except for any premium paid for holiday insurance and amendment charges. The right to cancel must be exercised within 14 days from the issue date printed on the invoice.

11. Customer responsibilities

The client shall check all travel documentation immediately it is furnished to them. If the client considers any document to be incorrect, or has a query in relation to its contents, they shall notify Ethical Tours without delay.

The client is solely responsible for ensuring that they present themselves at all meeting points for the holiday at the times stated in the travel documentation. If the client arrives after the departure time stated in the travel documentation, Ethical Tours shall not be obliged to carry the client and shall be entitled to treat the holiday as cancelled by the client.

The client is responsible for compliance with any weight, type or contents restrictions applied by carriers or transport providers used in connection with the holiday. The client must not present themselves with prohibited items or items exceeding any applicable restrictions.

The client agrees to follow all instructions or directions given by Ethical Tours staff or by any crew member or transport operator involved in the holiday and agrees to indemnify Ethical Tours against any loss or injury suffered by any other person as a result of failure to follow such instructions.

12. Accept business authority

Clients agree to accept the authority and decisions of Ethical Tours' tour leader or representative whilst on tour.

If, in the opinion of such persons, the health, level of fitness or conduct of a client at any time before or after departure appears likely to endanger the safe, comfortable or enjoyable progress of the tour, the client may be excluded from all or part of the tour without refund or recompense. In the case of ill health, Ethical Tours may make such arrangements as it sees fit and recover the costs from the client.

If a client commits an illegal act, the client may be excluded from the tour and Ethical Tours shall cease to have responsibility to or for them. If a client is affected by a condition, medical or otherwise, that might affect their own or other people's enjoyment or active participation in the tour, they must advise Ethical Tours at the time of booking. No refund will be given for unused services.

13. Force majeure

Ethical Tours cannot accept liability or pay compensation where the performance or prompt performance of contractual obligations is prevented or affected by circumstances amounting to force majeure.

Force majeure means any event which Ethical Tours, or the supplier of services in question, could not, even with all due care, foresee or avoid. Such events include war or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, epidemics, health risks and all similar events outside the business's control.

14. Tour cancellation

Ethical Tours reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 4 weeks before departure except for force majeure, consolidation, or the client's failure to pay the final balance.

Unless the client fails to pay the final balance, Ethical Tours will, upon cancellation, return all monies paid or offer an alternative holiday of comparable standard if available. If the alternative is less expensive, the difference will be refunded. If it is more expensive, the client will be required to pay the difference.

Compensation will not be payable where Ethical Tours is forced to cancel due to unusual and unforeseeable circumstances beyond its control, or where insufficient numbers have booked and notice of cancellation is given not less than 28 days before departure.

Ethical Tours cannot be held responsible for any costs or expenses incurred by the client as a result of cancellation.

15. Bike hire

Equipment, including all accessories supplied, is let out on hire and remains the property of Ethical Tours. The client must not sell, hire out or otherwise part with possession of the equipment.

The client undertakes not to misuse the equipment and to return it with all accessories in the same condition as when received, fair wear and tear excepted. Ethical Tours may charge the client for any damage caused to equipment during the hire period.

In the event of breakdown, other than as a result of client misuse, Ethical Tours will use its best endeavours to repair or procure repair of the equipment.

Ethical Tours shall not be liable for any damage or loss whatsoever arising through breakdown, defect in the equipment or other circumstances beyond its control. The client shall indemnify Ethical Tours in respect of all costs, claims, expenses and demands suffered or incurred which arise directly or indirectly out of use of the equipment during the hire period.

A deposit of €200 is required for hybrid bikes and €500 for electric bikes. This deposit will be fully refundable on return of the bikes undamaged. In the event of theft or loss, Ethical Tours reserves the right to require the client to indemnify the business for the replacement of the equipment.

The client must ensure the equipment is adequately secured when not in use, must not use the equipment whilst under the influence of drink or drugs, and must immediately notify Ethical Tours in the event of breakdown or loss.

Clients bringing their own bikes do so on the basis that their equipment is in suitable condition for participation in the tour. Responsibility for maintenance of bicycles brought by clients rests with the client. Ethical Tours will endeavour to accommodate such clients but cannot guarantee that the correct tools and spares will be available.

16. Group travel discounts

Discounted rates may be offered to groups of 8 or more.

17. Children

Children of any age are welcome on tours if accompanied by a responsible adult. A parent or guardian is required for children under 12.

18. Privacy

Ethical Tours may collect some personal information to plan the trip and ensure customer comfort and safety. The business is committed to respecting privacy and protecting the security of personal information.

Ethical Tours will not sell, rent, lease, trade or disclose guest information to third parties unless required by law.