

# YOUR BOOKING WITH US

PLEASE READ CAREFULLY OUR BOOKING CONDITIONS BEFORE YOU MAKE A BOOKING WITH US.

These Terms and Conditions are in compliance with the GDPR (General Data Protection Regulation) requirements.

Any booking you make over the phone after visiting our website <u>www.berakhatours.co.uk</u> is a contract with Berakha Tours & Travel LTD, 8 Kingsbridge House, Maple Road London SE20 8HA, company number 11386747. Please read carefully the following booking conditions as they set out our respective rights and obligations. In these Booking Conditions references to 'you' and 'your' include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Your contract with us starts as soon as you confirm your booking over the phone with us. This means that:

- Your contract with us starts as soon as you confirm your booking over the phone with us. This means that:
- you have read and understood these terms and conditions and has the authority to and does agree to be bound by them;
- You have the legal age to do so: 18 years or over or are the parent or guardian of allparty members under the age of 18.
- You are responsible for payment of the booking on behalf of all members of the party.
- You give us permission to use your details in accordance to our Privacy Policy that can be found on our website.

# Special COVID-19 Clause:

We have taken enhanced health and safety measures–for you, our other Guests, and team members at Berakha Tours & Travel. You must follow all posted instructions while on tour.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the OMS, senior citizens and guests with underlying medical conditions are especially vulnerable.

By traveling with Berakha Tours & Travel, you voluntarily assume all risks related to exposure to COVID-19.

#### 1. PAYMENTS

- a. Deposit: A non-refundable deposit of 15% of the total booking amount is payable when the booking confirmed.
- b. Final payment is due 10 weeks before departure.

# 2. PRICING

We will uphold any price that we've quoted as soon as the booking is confirmed regardless of any fluctuation in currency exchange rates or increases in international air fares or other costs associated with the holiday. However, this is not applicable to optional excursions, visa fees and amendment fees.

#### 3. IF WE CANCEL YOUR BOOKING

In the event that we cancel your booking due to external events outside our reasonable control, such as natural disaster, terrorism, political instability, we will transfer any amount you've paid to an alternative date or refund the monies. We will however not be responsible for any extra expenses you have incurred such as: visa fee, vaccinations or flight costs.

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- ✓ where we make an insignificant change;
- ✓ where we make a significant change or cancel your arrangements more than 10 weeks before departure;
- ✓ where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- ✓ where we have to cancel your arrangements as a result of your failure to make full payment on time;
- ✓ where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- ✓ where we are forced to cancel or change your arrangements due to Force Majeure (see clause 9).

#### Refund will be made by cheque or bank transfer.

#### 4. IF YOU CANCEL YOUR BOOKING

We only accept cancellation in writing so you decide to cancel your booking, please do so by email us as soon as at: <u>info@berakhatours.co.uk</u> or write to us. You can notify us by calling us on our 24-hour help line: +44 7726 188176 but it must be followed by a letter or an email from the person who made the booking. Below are the cancellation charges excluding amendment fees:

70 or more days - Retention of deposit

69 - 51 days - 30% including deposit

50 – 31 days - 60% including deposit

30 days or less - 100% including deposit

#### Refund will be made by PayPal or bank transfer.

# 5. AMENDING YOUR BOOKING

If for any reason, you have to change your travel date or your tour, you have to inform us as soon as possible over the phone and confirm the amendment request in writing. There will be an administration fee of £50pp for any amendment made before 10 weeks before your departure date in addition to any charge from our suppliers (airlines, hotels and grounds handlers).

Name changed are not permitted and no amendment is permitted 8 weeks prior to departure.

# 6. PASSPORTS & VISAS

Visa is required for all our destinations and all passports should have a validity of 6 months from the validity of the trip and should have 2 blank pages that don't have be next to each other.

# 7. COVID VACCINATION, INSURANCE & HEALTH

It is not a requirement to be fully vaccinated to book our tours; however, It is also 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, including COVID-19 cover.

It is compulsory that you give us details of your insurance and next of kin 14 days before you depart your home country. Berakha Tours & Travel will not be liable if for any cost incur will you are holiday because you fail to take a suitable insurance policy.

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions, including COVID-19 protection, in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org.

Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org. Information on health can be found at www.nhs.uk and www.fitfortravel.nhs.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 which you are recommended to consult before booking and in good time before departure.

As you will be travelling to high-risk malaria countries, we recommend that you contact your local doctor or nurse for prevention. It is also compulsory to carry a Yellow Fever card in some of the countries. For more information please visit: <u>https://www.fitfortravel.nhs.uk</u>

# 8. RETURNING HOME BEFORE THE END OF YOUR TRIP

In case you have to fly back home for any reason, we will not refund any unused holiday paid.

If you decide to cut short your trip because you are not happy with any of the arrangement, we suggest that you either inform your local guide, who will try his/her best to deal with the issue or you contact us directly.

#### 9. FORCE MAJEURE

Except where otherwise expressly stated in these Terms, we will not be liable or pay you compensation if its contractual obligations to you are affected by 'unavoidable and extraordinary circumstances' meaning any event beyond our 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, labour difficulties, interference by authorities, political disturbance, significant risks to human health such as the outbreak of serious disease at the travel destination 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 port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, closure of airports, ports or airspace or changes of schedules by airlines and all similar events outside our or the supplier(s) concerned control.

#### **10. SPECIAL REQUESTS**

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. We will try to arrange your reasonable special requests by passing them to our ground handlers but cannot guarantee that we will achieve them.

Unfortunately, we cannot confirm a booking that is conditioned by a special request.

# 11. COMPLAIN

We make every effort to ensure that your arrangements run smoothly but if you do have a problem during your holiday, please inform our local guide or the relevant supplier immediately who will endeavour to put things right. If your complaint is not resolved locally, you must ask the guide or representative for a Holiday Report Form, which you must then complete in his or her presence. One copy will be given to you and the other copy sent to head office. You can also contact us on our 24-hour Duty Office number, the details of which will be provided in your booking documentation. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint by email to: info@berakhatours.co.uk

# 12. CHANGES WE MAY MAKE TO THESE TERMS AND CONDITIONS AND OTHER DOCUMENTATION:

We reserve the right to update these Booking and Conditions, our privacy policy, and any other documentation referred to in any of these documents from time to time. We may change our Terms and Conditions and other documentation for any reason, including:

a) To reflect any changes in the way we carry out our business;

- b) To account for any change we make to our website, including, without limitation, any new features or functionality we provide, any adjustments to the means by which we provide notices to you, or any changes in the content, purpose or availability of the website;
- c) To accurately describe our current services and tours so that you are kept up to date with our latest details;
- d) To inform you of any changes in the way that we use cookies or similar information-gathering technologies; or
- e) To ensure that our documentation complies and remains compliant with any and all current and future applicable laws, regulations and official guidance.

If required by law, we will provide you with notice of any changes in these Terms and Conditions or the other documentation referred to in them by posting a notice on the website and/or by posting an updated version of these Terms and Conditions or other such documentation on our website with a new effective date stated at the beginning of them.

By continuing to access our website after we have updated our Terms and Conditions, and/or user content agreement, you agree to be bound by those updated versions.

You must check these Terms and Conditions and all other documentation referred to in them each time you access our website in order to ensure that you are aware of the terms that apply to you at that time.

# **13. 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.

Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from us or the supplier concerned.