

BOOKING TERMS & CONDITIONS

These Booking Terms and Conditions, together with our Privacy Policy and where your tour is booked via our website, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with **G Touring Limited trading as Just You, whose registered office is at Office 202, Harborough Enterprise Centre, 34 Compass Point, Northampton Road, Market Harborough, LE16 9HW.** Company No: 04956006. Please read them carefully 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.

By making a booking you agree that:

- you have read and understood these terms and conditions and has the authority to and does agree to be bound by them;
- you are over 18 years of age and where placing an order for services with age restrictions declares that you are of the appropriate age to purchase those services;
- you consent to our use of information in accordance with our Privacy Policy www.justyou.com/information/privacy-policy and you are authorized on behalf of all participants in your party 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);
- you accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Please read our Booking Conditions carefully as by asking us to confirm your booking we are entitled to assume that you have read and understood these Booking Conditions and agree to them. All references in these Booking Conditions to "tour", "booking", "contract" or arrangements mean the tour arrangements that you purchased from and are provided to you by G Touring Limited, unless otherwise stated. References to "tour" also includes river and coastal cruise arrangements unless otherwise indicated. "You" and "your" mean 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. Carriage by air, river or sea shall also be subject to the carrier's conditions of carriage which limit or exclude liability and are hereby incorporated into this contract. Any compensation payable by us for non-performance or improper performance of land, sea and air carriage services shall be limited in accordance with the international conventions and any laws and regulations which govern such services by the appropriate carrier. Excursions and activities shall be subject to the applicable provider's terms and conditions and our liability shall not exceed that of any carrier or supplier.

1. YOUR BOOKING AND DEPOSIT

The person making the booking (the "party leader") must be at least 18 years of age and must be authorized to make the booking on the basis of these Booking Conditions by all persons named on the booking. By confirming the booking, the party leader agrees that he/she is so authorized and binds all other members of the party. The party leader is responsible for making all payments due to us. The relevant deposit per person (or full payment if booking within twelve weeks of departure for all tours) will be taken at the time of booking. In most cases we will charge the deposit (per person) shown on the price breakdown page of the website or in the relevant brochure at the time you book your tour. However, these are liable to change, and we reserve the right to request a higher deposit amount. On some tours we may charge a higher deposit to cover any

costs we have to pay immediately to secure your booking with our suppliers. This will be made clear at the time of booking. Subject to availability and receipt of all appropriate payments, we will then confirm your tour by issuing an invoice (the "Confirmation Invoice") which will be sent to the party leader or your travel agent. A binding contract comes into existence immediately once you have paid the applicable deposit (or the full balance for late bookings) and we have issued a Confirmation Invoice.

Special Sales: If there are services that you request from us in addition to one of our tours (such as an extension to your tour or additional services) these will be put on request by our sales team and are subject to availability and confirmation of the price and deposit amount. Our sales team will provide you with this information, take the appropriate deposit (or full payment if appropriate) and send you a holding letter. If you have not received a Confirmation Invoice within 7 days of booking your tour please contact us immediately. If we are unable to confirm your booking, we or your travel agent will immediately refund any payments you have made to us or your travel agent. Please check the Confirmation Invoice carefully as soon as you receive it. Contact us or your travel agent immediately if any information that appears on the Confirmation Invoice or any other document appears to be incorrect or incomplete and especially if there are any errors in the spelling of your or any other passenger's name (as they appear on their passport), as it may not be possible to make changes later. We regret we cannot accept any responsibility if you do not tell us about any mistake on your Confirmation Invoice within 7 days of our sending it out or immediately for bookings made within 12 weeks of departure. We will do our best to rectify any mistake notified to us, but you will be responsible for any additional costs involved in doing so.

2. WHEN TO PAY THE BALANCE

The balance of your tour cost must - in most cases - be received by us or your travel agent no less than twelve (12) weeks before departure. For all Just You tours a reminder will usually be sent thirteen (13) weeks before departure. The payment deadline will have been clearly marked on your Confirmation Invoice along with details of how to pay. If, for any reason, payment is not received in full by the due date, we are entitled to assume that you wish to cancel your booking and will retain the deposit paid and any other payments made at the time of booking (for example, payments made for an extension to your tour). If we do not cancel immediately because we have agreed to allow you additional time to pay at our discretion and you fail to do so within the timeframe agreed and/or if we exercise our right to cancel your booking you must pay the cancellation charges shown in clause 3 depending on the date we reasonably treat your booking as canceled.

We accept various methods of payment and there is no charge for paying by debit card. The Tour Operator is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to the Tour Operator.

3. IF YOU WISH TO CANCEL YOUR TOUR

If you wish to cancel your booking after it has been confirmed, the party leader must notify us (or your travel agent) of the decision as soon as possible. To notify us please send an email to northamerica@justyou.com or write to us. Any notification by telephone should be to your Agent and must be followed up in writing or by email, within 24 hours by the lead name to confirm the cancellation. If the call to notify us of cancellation is from

anyone other than the party leader then the party leader must also confirm within 3 days of initial notification the cancellation in writing or by email. If you need to cancel your booking within 24 hours of departure, please call our 24-hour Tour Helpline 00 44 1858 414077 or on the number given in your tour documents.

If verbal notification is within 5 days of departure we reserve the right to cancel the booking after 24 hours.

Cancellation charges for all Just You tours

| Number of Days' Notice Before Departure | Cancellation charge (% of tour price): |
|---|--|
| More than 75 days before departure | Loss of deposit only |
| 43 - 74 days | 50% of tour price |
| 29 - 42 days | 75% of tour price |
| 15 - 28 days | 90% of tour price |
| Day of Departure - 14 days | 100% of tour price |

As we incur costs from the time we confirm your booking and may be unable to resell your tour, the above cancellation charges will be payable depending on when notification of cancellation is received in accordance with these requirements (please see table 1). Charges for optional services including but not limited to excursion charges, extension to tour and Amendment Fees (as defined below) are not refundable in the event of a cancellation.

If you paid an additional charge at the time of booking to secure specific services not included in the tour itinerary such as an extension to the tour, this cost is non-refundable in the event of cancellation as 100% cancellation fee may apply as soon as the booking is made, and the ticket is issued. Please ask for full details on cancellation charges at the time of booking. The scale of charges shown will be calculated on a percentage of the cost of all other arrangements and the non-refundable charges will be added to that cancellation charge to give the total charge. Where any cancellation reduces the number of full paying party members and impacts the quoted price of the trip or an activity, excursion or extra service, we will recalculate these items and re-invoice you accordingly. Please check your insurance policy to see if you are covered to claim back any cancellation charges paid to us.

4. IF YOU CHANGE YOUR BOOKING

It may be possible, subject to an amendment fee of C\$150 per person (the "Amendment Fee"), to change the details of your booking after it has been confirmed, subject to availability. If you wish to change the departure date of your tour or change to a completely different tour, this will be treated as a cancellation by you of your original booking and the cancellation charges set out in clause 3 apply. If the change you wish to make to your tour results in additional costs or charges from our suppliers (such as a change of name in your booking) then you will have to pay these fees to change your booking, along with the Amendment Fee described above. For example, changes to river/coastal cruise bookings or accommodation arrangements normally involve either an additional fee or the need to create a new booking which requires payment to be processed again.

The C\$150 per person Amendment Fee applies to each and every change you wish to make to your booking. Please note that any change that you request is only possible where our supplier confirms that there is availability and it is possible to make the requested change.

If you or any member of your party is unable to travel for any reason, you may transfer that party member's booking to someone else/other people suggested by you, and

acceptable to us, providing you meet the following requirements:

- Please contact us as soon as possible and provide us with the name(s) of the replacement passengers and the name(s) of the persons they will be replacing from the booking. We can only transfer customers up to 14 days before departure, subject to availability.
- At the time of making the transfer, you must pay the Amendment Fee and, if applicable the costs and charges detailed above in this section.
- Any person traveling in place of anyone who was originally due to travel must agree to these Booking Conditions and any other requirements which may apply to the tour before the transfer can be finalized. If there are any payments outstanding for the applicable booking, these must be paid before the transfer can be made. Any replacement passengers must show us evidence of their tour insurance prior to the transfer being completed.

5. OUR PRICES

All pricing quoted within this brochure is based on the lowest lead in price for each tour. The lead in price will be valid for at least 28 days from time of going to print. Please visit justyou.com to view the current pricing and availability for each tour date. Please note that all pricing and departure dates are subject to change and availability.

Whilst every effort is made to ensure the accuracy of our website and/or brochure and prices at the time of printing, regrettably errors do occur. You must therefore ensure you carefully check the details of your chosen tour with us at the time of booking. On rare occasions, we may make a genuine mistake in the price we quote and/or confirm to you for your tour.

This may come to light at any time prior to your tour. We are not obliged to honor the original price provided in error if a mistake has been made when pricing your tour. In the unlikely event of a pricing error, we will ask you to meet any additional costs if you wish to go ahead with the tour. If you do not wish to proceed with your tour, you may cancel your tour with a full refund.

Tour Availability

All tours featured on our websites or in our brochures are subject to availability.

6. IF WE CHANGE OR CANCEL

We start planning the tours we offer many months in advance and occasionally we must make changes or corrections to the content on our websites or brochures before and after bookings have been confirmed. Most changes are minor but occasionally we have to make a significant change. A "significant change" is a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety. The following are examples of significant changes when made before you go on tour:

- A change of the main resort you were due to stay in, if the proposed accommodation is in a different city or resort and more than 15 miles from the original accommodation.
- A change of your accommodation so that you have to stay somewhere of a lower standard than the accommodation you originally booked for a significant part of your tour.
- A change of cabin accommodation to a significantly lesser grade.
- Where you are taking a tour, a significant change to the itinerary i.e. when the itinerary has to be changed by more than 50% and may have to exclude an iconic highlight.

All changes which are not significant are treated as minor changes and therefore there is no right to cancel or to claim compensation.

We guarantee that all brochured departure dates booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonable itinerary

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changes as described in these Booking Conditions and good faith health and safety concerns. This guarantee around brochure departure dates is not applicable should we have to cancel your tour as a result of circumstances outside our control (such as force majeure, as defined below) or where you have failed to comply with any requirement of these Booking Conditions entitling us to cancel such as failure to pay on time.

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure. In these Booking Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, technical problems with transport, closure of airports, ports or airspace, changes of schedules by airlines, adverse weather conditions, epidemics, health risks and pandemics, fire, closed or congested airports or ports and all similar events outside our control or the control of our suppliers. In addition, for the safety of all passengers on a river/coastal cruise tour, the crew, our employees and suppliers, the vessel or other transport or third parties, we reserve the right to cancel, postpone, curtail or alter (without prior notice) your tour or river/coastal cruise, in whole or part, in the event of threatened force majeure.

If a tour is canceled before the date of departure for reasons other than force majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from us:

- A substitute tour of equivalent or superior value; or
- A substitute tour of lesser value if no tour of equivalent or superior value is reasonably available and to recover from us the difference in price between the price of the tour originally purchased and the price of the substitute tour; or
- A full refund of all monies paid for the canceled tour.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of one of the above three options.

Please note: The above options are not available where any change made is a minor one (i.e. does not fulfil the requirements for a significant change as above).

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which we could not have avoided with all due care or we have to cancel an additional (non-brochured) departure date because we do not receive sufficient numbers to run the

individual tour date. No compensation will be payable and the above options will not be offered where you have failed to comply with any requirement of these Booking Conditions entitling us to cancel (such as failure to pay on time).

We may be forced to change or terminate your tour after departure but before the scheduled end of your time away as a result of force majeure. When unexpected events such as extreme weather, civil strife or other force majeure events occur, we may be required to act to protect the safety of our customers. Unfortunately, we must also be mindful of the global risk of indiscriminate terrorist attacks. This may require us to either make substantial alterations to an itinerary or make urgent arrangements to move customers to another safe destination. If this situation does occur, we regret we will be unable to make any refunds or pay you any compensation for any costs or expenses incurred by you as a result. Please ensure that you familiarize yourself with all available travel information and up to date government issued travel advice for your chosen destination. If, after departure, we are unable to provide a significant proportion of the services we had agreed to provide as part of our contract with you, we will do our very best to make suitable alternative arrangements for the contracted services which have not been provided.

You acknowledge that you are responsible for keeping up to date on the specific details of your tour and any other products you purchase, including but not limited to; the arrival and departure dates as well as coordinating your flight times to ensure you have adequate arrangements in place for joining and leaving a tour/coastal & river cruise. Please check your final documentation as minor changes to timings and itinerary may have been made after the time of booking.

7. OUR RESPONSIBILITY FOR YOUR TOUR

- Your tour arrangements will be performed and provided with reasonable skill and care. This means that, subject to these Booking Conditions and the provisions of the Athens Convention ([http://www.imo.org/en/About/Conventions/ListOfConventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-\(PAL\).aspx](http://www.imo.org/en/About/Conventions/ListOfConventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-(PAL).aspx)), we will accept responsibility if, for example, you suffer death or personal injury or your contracted tour arrangements are not provided as promised or prove deficient as a result 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 tour arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used and has affected the enjoyment of your travel arrangements, 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).

- We will not be responsible for any injury, illness, death, loss (including loss of enjoyment and loss of possessions), 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 tour and which were unforeseeable or unavoidable; or 'force majeure' events where we or our suppliers, even with all due diligence could not foresee or forestall as defined in clause 6 above.
 - 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 in our brochure and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase in resort. Please also see clause 8 below. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.
 - The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations 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. Standards of hygiene, accommodation and transport in certain countries where tours take place are often lower than the standards you may reasonably expect in your home country or region. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided.
 - Please note that under the Montreal Convention, claims for damaged or delayed baggage for all airlines is set at a maximum of 1131 Special Drawing Rights (currently approximately C\$ 2078.20, subject to proof of value and loss. These amounts may vary according to the value of the SDR. An SDR is an international monetary unit. The exact value of an SDR fluctuates with the daily exchange rate. The daily exchange rate can be viewed at the International Monetary Fund website <https://www.imf.org/external/np/fin/ert/GUI/Pages/CountryDataBase.aspx>
- The values in the Booking Conditions are those of Feb 2019. Claims must be made in writing to the carrier concerned within 21 days and for missing items from baggage within 7 days. It is your responsibility to comply with these strict time limits by notifying the airline concerned. Particular difficulties may arise for river/coastal cruise and tour customers if your baggage is delayed by the airline and there are difficulties with this catching up with you en-route. We will try to assist you in these circumstances but liability for any delayed

baggage is the responsibility of the airline concerned and we will not be liable.

If we are found liable to you on any basis our liability shall be limited to a maximum of twice the price (excluding any optional services including but not limited to Amendment Fees) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 7(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 tour.

- 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, river/coastal sea or rail carrier to which any international convention or EU regulation applies, the maximum amount of compensation we will have to pay you will be limited to that amount. 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 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 (see also clause 24 River Cruises) and COTIF, The Convention on International Travel by Rail and the Berne Convention). Please note: 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. Please also note that each convention specifies the time limits for making claims, which may be as little as one year from the date of the relevant incident arising.

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 complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request or via:

- <https://www.iata.org/contentassets/fb1137f561a4819a2d38f3db7308758/mc99-full-text.pdf>
- [https://www.imo.org/en/About/Conventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-\(PAL\).aspx](https://www.imo.org/en/About/Conventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-(PAL).aspx)
- <http://www.cit-rail.org/en/rail-transport-law/cotif/>
- https://www.keionline.org/sites/default/files/1971_revision_of_Berne.pdf
- <http://www.wipo.int/treaties/en/ip/paris/index.html>

The sums payable under the applicable international convention or regulation may well be less than a court would otherwise award to a person making a comparable claim where the international convention or regulation did not apply. You may therefore wish to consider insuring for the possibility of such unfortunate events, being careful to note any limitations, exclusions and restrictions contained in insurance policies.

- 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, our employees or our suppliers.

OUR GUARANTEES TO YOU

PRICE MATCH

If you find an identical package tour offered by one of our competitors (excluding any online special offers or arrangements made by yourself rather than through a tour operator) at a lower price within 7 days of booking with us our 'price match' will apply. By identical, we mean another tour which:

- Visits the same destination(s).
- Has the same duration (i.e. number of nights).

- Offers the same number of included excursions.
- Features accommodation of the same category and board basis and, where applicable, the services of a Tour Director/Local Guide.

If this happens we will refund the difference between the cost of the package tour that you have booked with us and the price of the identical tour offered by our competitor. Plus we will give you an extra C\$100 per person

towards a future booking. Refunds will be in the form of a credit towards future travel. Applicable to new bookings only.

TRANSFER INFORMATION

Customers who purchase a land only Just You trip and who are making their own flight arrangements are responsible for transferring to and from the airport to their hotel on their own.

Private transfers are not available to book.

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Additionally, we cannot accept liability for any losses or expenses connected with any business including loss of earnings.

(8) Excursions or other activities that you may choose to book or pay for whilst you are on tour are not part of your tour provided by us. We cannot recommend or suggest excursion operators when we have had no opportunity to check their compliance with safety standards. For any excursion or activity that you do not book through us, your contract will be with the operator of that excursion or activity.

We are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

8. ACCEPTANCE OF REASONABLE RISKS

You acknowledge that travel and the products and services offered by the Tour Operator may involve risk to your health and safety. By traveling with the Tour Operator, you acknowledge that you have considered any potential risks to health and safety. To the extent permitted by law, you hereby assume responsibility for all such risk and release the Tour Operator from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by the Tour Operator. You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates. There may be an increased degree of risk participating in physical activities, travel to remote locations, carriage by watercraft, or other high-risk activities, or travel to countries with developing infrastructure.

You agree that the Tour Operator is not responsible for providing information or guidance with respect of local customs, weather conditions, physical challenges or laws in effect in any locations where a Tour, product or service is operated.

You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on tour or, if in the opinion of the Tour Operator (acting reasonably), your behaviour is causing or is likely to cause danger, distress or material annoyance to others, the Tour Operator may terminate your travel arrangements on any product or service immediately at your expense and without any liability on the Tour Operator's part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of our travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by the Tour Operator or the Tour Operator's suppliers for property damage, destruction or theft caused by you while on a tour. You agree to immediately report any pre-existing damage to a representative of the Tour Operator and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither the Tour Operator nor its third party suppliers are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

9. LAW AND JURISDICTION

You 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 (a "claim"). You agree that any claim must be dealt with by the courts of England and Wales.

10. COMPLAINTS

In the unlikely event that you feel dissatisfaction with any aspect of your tour arrangements we ask you to bring this to the attention of our Tour Manager or representative immediately so that the matter may be resolved right away. Until we know about a problem or complaint, we cannot begin to resolve it. If the matter cannot be remedied immediately while on Tour, you must ask our Tour Manager or representative for a tour 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. If you remain dissatisfied, you must write to us within 28 days of return from your tour quoting your booking reference number. Any complaint concerning your tour will be dealt with carefully and fairly by our staff. If you do not follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in destination and this may affect your rights under this contract. Once your complaint has been fully investigated in accordance with this procedure we will inform you of the outcome. If the complaint is upheld, then any compensation that may be awarded would be subject to these Booking Conditions. Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see below for further details. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

ABTA

We are a Member of ABTA, membership number Y6412. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

11. OPTIONAL EXCURSIONS AND ACTIVITIES

Optional excursions and activities may be available for you to purchase either before you depart or during your tour. These are offered for sale by your travel agent, or our Tour Managers or representatives overseas. However, we have no involvement in any such excursions or activities which are provided by third parties and which are not run, supervised or controlled in any way by us. Full responsibility for providing and operating the excursion or activity rests with the local operator / provider. We act solely as booking agent for the local operator and or provider of all optional excursions and activities with whom you will have a contract. The local operator's terms and conditions will apply. As set out at clause 7(8) above we cannot accept any liability on any basis in relation to any optional excursions or activities which do not form part of your tour booked with us and the acceptance of liability contained in clause 7(1) of our Booking Conditions will not apply to them.

A minimum number of people are needed for an optional excursion to operate. If that number is not achieved, we may have to cancel it. If this happens, you will be offered a full refund of the money that you have paid, and we have no further liability. If we have to cancel and you paid for the excursion overseas your Tour Manager will refund you overseas. If you pre-booked before the tour, the refund will be processed by our head office or by your travel agent and will be sent to the lead passenger within ten working days of your return date. If

you want to cancel an optional excursion that you have booked we are unable to refund the cost of the excursion once it has been paid for.

If you suffer from a disability that restricts your mobility, we will do our best to ensure that you can participate in our excursions. Please let us know before you book about any special requirements. We reserve the right to limit your participation in our programme of excursions if we have reasonable doubts about your comfort and safety, or the safety and comfort of your fellow travelers and no refund will be offered under these circumstances. Our Tour Managers and representatives are instructed not to accept bookings for any excursions or activities other than those authorized by us. Any advice or assistance on excursions or activities they may offer as a result of a request by you for information or advice does not imply that the excursion or activity has been sold, recommended or endorsed in any way by the Tour Manager or representative or us or that they have acted on our behalf. We have no liability for any such information or advice.

Our Tour Managers are happy to suggest local places of interest to you. However, these are suggestions only and are not recommendations or endorsements and no liability is accepted for any issues that may arise. Services and activities may be offered by third parties including the hotel where you are staying. These service providers are not acting as our agents when they do so. We cannot accept any liability for any services or activities purchased from or through a third party. Some activities undertaken may have inherent risks and the operator / provider may not have any insurance or sufficient insurance coverage. If these services or activities are not offered by us as part of the contracted tour package booked with us, then we do not accept liability for any loss or damage arising from the use of these third party service providers.

12. TOUR INSURANCE

We consider adequate travel insurance to be essential, especially for all tours. It is a condition of booking that you are adequately insured. We require you to give us details of your travel insurance company including the policy number. You are responsible for ensuring that your policy offers coverage which as a minimum, covers cancellation for the total value of the tour, delay or curtailment, medical charges and repatriation costs for not less than GBP5 million or equivalent. Your travel insurance should cover you for any pre-existing medical conditions. Please read your policy details carefully and take them with you on tour. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs including cover for any optional excursions and or activities that you may have booked. You shall be responsible for indemnifying us in full in respect of any costs that we incur as a result of your failure to have adequate, appropriate and comprehensive travel insurance. We may decline any booking where adequate insurance has not been arranged.

13. SPECIAL REQUESTS

Any special requirements must be disclosed to the Tour Operator at the time of booking. The Tour Operator will use reasonable efforts to accommodate special requirements or requests, but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to the Tour Operator at the time of booking, but the Tour Operator cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and the Tour Operator and the Tour Operator is not liable for any failure to accommodate or fulfil such requests.

14. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is your responsibility to obtain information

and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies.

You must have a passport that is valid at least six (6) months after the last date of travel with the Tour Operator as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by the Tour Operator that is a direct result of your failure to secure or be in possession of proper travel documentation. The Tour Operator does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that the Tour Operator is not responsible for any errors or omissions in this information.

If failure to have any necessary travel or other documents results in costs, fines or other financial penalty being incurred by or imposed on us, you will be responsible for reimbursing us accordingly. If you incur any additional costs, you are responsible for meeting these.

15. SAFETY STANDARDS

Not all countries have health and safety standards as stringent as those in your home country. For example, accommodation may not have the separate fire escapes, alarms, detection, fire and smoke control measures that we take for granted at home. Please note: The requirements and standards of the country apply to any services provided. All our tours comply with the safety standards of the country visited.

The minimum age on our Just You tours is 18 years. Unfortunately, we cannot accept bookings for women who will be more than 24 weeks pregnant at the conclusion of the tour, river/ coastal cruise.

16. CUSTOMERS WITH DISABILITIES, MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

The Tour Operator requires that you disclose certain medical information in order to provide you with the services you have requested. You must provide any medical information reasonably requested by the Tour Operator and may be required to complete the Tour Operator's medical information form (the "Medical Form"). If you have any pre-existing medical conditions, either physical or mental health, which may impact your ability to travel, participate in a Tour, travel to remote areas without access to medical facilities or may adversely affect the experience of others on your Tour, you must return a Medical Form, signed by a licensed and practicing physician to the Tour Operator prior to or at the time of final payment for the applicable booking.

You agree to complete the Medical Form honestly and to disclose all relevant medical information accurately and fully. The Tour Operator will maintain the information in accordance with the Tour Operator's Privacy Policy available at: www.justyou.com/Information/privacy-policy/

The Tour Operator reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a Tour. The Tour Operator reserves the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where the Tour Operator determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others. In the event that you do not complete the required Medical Form or provide medical information

BOOKING TERMS & CONDITIONS

reasonably required by the Tour Operator for any reason by the deadline indicated above, the Tour Operator reserves the right to cancel your booking and all applicable cancellation fees will apply.

You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. The Tour Operator does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

Travel with the Tour Operator may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the countries you may visit on your Tour varies and the Tour Operator makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions. Whilst we will endeavor to make any reasonable adjustments to the tour itself, sometimes this may not be possible. Examples of where we may not be able to make a reasonable adjustment include:

Providing wheelchair access ramps to overseas hotels in remote locations

Our staff pushing a customer in a wheelchair throughout the duration of the tour

Provision of daily personal care whether for a physical or mental health condition

Personal care cannot be provided by any member of our staff.

We will assume, unless you inform us otherwise, that all members of your party are in a good state of health both physically and mentally, to participate in the tour. A reasonable level of fitness is required for all our tours as some walking will be involved. As a general rule, we recommend that you should be able to walk one mile unaided and at a steady pace. If you do not tell us about any disability or medical condition which may affect your tour arrangements and any resulting special needs, and we find ourselves in the position where you are at your departure point or on tour and are unable to participate fully, then we reserve the right to:

- 1) Organize extra assistance or make any adjustments so you can continue with the tour, and pass on the costs of doing this to you.
- 2) Arrange your return to your home address, and pass on the costs of doing this to you.

We very much hope that all our customers will be completely open, honest and upfront with us so the above situation does not occur. We reserve the right to take action in the interests of your health and safety and the health and safety of our staff and other customers should we need to. We can only accept your booking upon the clear understanding that we cannot be liable if you do not inform us of such a condition and an airline or river/coastal cruise line refuses to accept you or any member of your party as a passenger.

17. FLIGHTS

We are required to advise you of the actual carrier(s) on internal in country flights or, if the actual carrier(s) is not known, the likely carrier(s) that will operate your internal flight(s) if applicable 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 reasonably possible. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible and will be a minor change.

We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used for internal flights in connection with your tour. The flight timings and types of aircraft (if any) detailed on your

Confirmation Invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your itinerary which will be despatched to you approximately two weeks before departure. You must accordingly check your documents very carefully immediately on receipt, to ensure you have the correct information. It is possible that flight times may be changed even after our documents 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 will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

18. CROSSING THE CHANNEL

If your tour involves crossing the English Channel (the "Channel"), we will state at the time of booking the planned method of crossing the Channel, by either ferry or Euro tunnel. Due to circumstances beyond our control (including, but not limited to, force majeure such as bad weather or strike action) how you cross the Channel may change, and no refund or compensation will be due.

19. CONDITIONS OF SUPPLIERS

Many of the services that make up your tour 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 7(6). Copies of the relevant parts of these terms and conditions are available upon request and via a link which will be provided within your documentation.

20. DAMAGE AND BEHAVIOUR

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct to the accommodation owner, manager, other supplier or to us as soon as possible. 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. You should ensure you have appropriate travel insurance to protect you if this situation arises. We expect all of our customers to have consideration for other individuals when traveling on our tours and to treat all our staff and fellow customers with respect. If in our reasonable opinion or in the reasonable opinion of any such person either in authority or from one of our suppliers (such as an airline) believe you to behave in such a way as to cause or be likely to cause danger, upset or distress to any of our staff, fellow customers or a third party, or your behaviour or actions impact the smooth running of the tour, we are without prior notice entitled to terminate the tour of the individual(s) concerned. In this situation the individual(s) concerned will be required to leave the tour, accommodation or other service. We will have no further responsibility toward such individual(s) including any return travel arrangements or alternative accommodation, transfers etc. No refunds will be made, and we will not pay any expenses incurred as a result of the termination.

21. PRIVACY POLICY

We must collect your personal information to deliver your booked arrangements and any products or services booked. We collect, use and disclose only that information reasonably required to enable us and our third party suppliers to provide your booked arrangements, products and/or services that you have requested as described in our Privacy Policy, which can be accessed any time at <https://www.justyou.com/information/privacy-policy/> and is expressly incorporated into these

Booking Terms and Conditions.

By submitting any personal information to us, you indicate your acceptance of our Privacy Policy.

22. IMAGES AND MARKETING

You acknowledge and agree that, while participating in any tour, images, photos or videos may be taken by other participants, the Tour Operator or its representatives that may contain or feature you (the "Visual Content"). You consent to any such pictures being taken and grant a perpetual, royalty-free worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors and assigns, to reproduce the Visual Content for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

23. RIVER/COASTAL CRUISES

River/Coastal cruises are sold by us on behalf of other cruise operators. We act as an agent only when selling these cruises, and we are not responsible for the operation of any part of these tours. Your contract will be with the cruise operator concerned and their terms and conditions will apply, you can access these online at www.justyou.com/information/booking-conditions.

Your invoice will clearly indicate where we are acting as an agent on behalf of a cruise operator and we will provide a link to their terms and conditions in your documentation.

River/coastal vessels enforce the highest standards of cleaning and sanitation in order to prevent the spread of viruses and illness. If you experience any gastrointestinal symptoms whilst on board, you may be confined to your cabin until your symptoms are clear. This action is to protect all passengers on board and contain the spread of any virus.

Prior to boarding, you may be asked to complete a medical form confirming you are not ill or have not been ill prior to boarding the vessel. You must answer these questions truthfully. If you have experienced any gastrointestinal symptoms prior to boarding your vessel, we reserve the right to ask passengers to produce medical evidence of fitness to travel this may include the submission of any required medical certificates. In the interests of passenger safety, we reserve the right to refuse boarding at our discretion. In such circumstances passengers will not be entitled to claim compensation or a refund. Wheelchairs and mobility equipment will not be carried by the crew or Tour Manager and all passengers must be independently mobile enough to embark and disembark the river/coastal cruise vessel.

River Cruises

In some ports, it may be necessary for the river vessel to anchor offshore rather than alongside. In some cases, river vessels moor alongside each other and you may need to cross another vessel(s) to get ashore, this may not be suitable for persons with disabilities or reduced mobility or balance problems.

Depending on weather and river conditions, there may be some movement and passengers must be fit and mobile enough to move safely across vessels. If passengers have impaired mobility, or use a mobility aid such as a stick, then they must carefully consider their ability to cross vessels.

Coastal Cruising

The provisions of the Athens Convention relating to the carriage of passengers and their luggage by sea apply to coastal cruises, further information is provided via the link:

[https://www.imo.org/en/About/Conventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-\(PAL\).aspx](https://www.imo.org/en/About/Conventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-(PAL).aspx)

24. RIVER/COASTAL CRUISE CONDITIONS OF CARRIAGE AND YOUR RESPONSIBILITIES

Please note the following conditions apply to all cruises:

BOOKING IS EASY

You can request a brochure, check availability and book online 24 hours a day/7 days a week at www.justyou.com. Booking one of our tours is easy online.

If you prefer to speak to someone to make your booking you can call us on 1-800-280-1795. Please see our website for our opening hours. Calls may be recorded to ensure a high level of customer service.

When you are ready to book please have the following information to hand:

- ✓ Preferred departure date
- ✓ Full names of all those traveling as stated on their passport
- ✓ How many rooms and type
- ✓ Tour insurance requirements
- ✓ Credit or debit card details for deposit payment

You will be given a booking reference, please quote this whenever you contact us. If you book by telephone you will be asked for your email address so that we can send you details of all the relevant documentation for your booking; which will include: your confirmation invoice, tour information, final travel documents and a health questionnaire.

DEPOSIT & PAYMENT

Each booking must be accompanied by the appropriate deposit payment. In most cases we will charge the following deposit per person but the actual amount will be made clear at the point of booking:

UK TOURS - C\$350PP

EUROPEAN TOURS - C\$350PP

WORLDWIDE TOURS - C\$700PP

OCEAN CRUISES - C\$700PP

On some tours we may charge a slightly higher deposit, to cover any costs we have to pay immediately to secure your booking with our suppliers. This will be made clear at the time of booking.

You can use your debit or credit card to confirm your booking instantly.

All major credit cards are accepted and there is no charge for paying by debit/credit card, by cheque or bank transfer.

CONFIRMATION

A confirmation invoice will be available to you shortly after your booking is confirmed. An email will be sent to you with details on how to access your Confirmation Invoice. Please read it carefully and let us know immediately if there are any errors. The balance must be paid no later than 12 weeks before departure. The payment deadline will be clearly marked on your confirmation invoice along with details of how to pay online.

FINAL TRAVEL DOCUMENTS

Your Final Travel Documents will be emailed to you approx 2 weeks before you are scheduled to travel. Your documentation will be available for you to access through the Manage My Booking section of the website. You just need to log in or register to access it.

FEEDBACK

If you have any feedback after your tour please contact us at: feedback@justyou.co.uk We endeavor to respond to all emails within five working days.

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- (i) The cruise operator reserves the absolute right (on behalf of the vessel's owner) to exclusively determine how the vessel is operated, for example with regard to navigation, piloting, alternative or supplementary uses and repairs and to make decisions with regard to ensuring and enhancing the safety, well-being and interests of all passengers and crew on board.
- (ii) You will be required to pay for any damage you do to the vessel and to fixtures and fittings.
- (iii) You may not bring any birds, animals, dangerous goods, illegal substances or other similar articles on board the vessel. Should you be found to have done so, then the Captain or his/her appointed servant or agent will be entitled to confiscate such articles and, where appropriate, hold you under citizen's arrest until police officers arrive.
- (iv) There are many signs, notices and announcements on board the vessel that give information, instructions, prohibitions and so on. You must comply with all such communications for your safety and wellbeing and that of your fellow passengers and the crew.

- (v) The cruise operator reserves the right to claim from you any sums which they pay to any other passenger or other third parties where such payment was made as a result of your actions or inactions.
- (vi) You must observe the requirements of any relevant transport providers on the routing and timing of your journeys.
- (vii) You must carry your passports and supporting documents with you at all times during your air/or rail journeys.

25. BAGGAGE

You are responsible for the carriage and care of your luggage throughout your tour except for such times as it may be in the hands of the airline; herein such circumstances the airline specific terms and conditions relating to the carriage of luggage apply, or when portorage at a hotel or on arrival and departure is included. Please ensure that your luggage is loaded on to all transport and be careful to take the correct luggage with you when you leave any mode of transport.

Baggage Handling and Allowance: The baggage allowance for all our vacations is one piece of luggage/suitcase – with the dimensions of 76cm x 58cm x 25cm (30" x

23" x 10") maximum weight of 44lb (20kg) per person, plus one standard piece of hand luggage. They are set taking account of our wider operational requirements including ground transportations, portorage, etc. To avoid any problems with our transportation providers, possible delays and inconvenience to you and your fellow travelers, please ensure these maximum baggage conditions are adhered to. You are responsible for the carriage and care of your luggage throughout your vacation except for such times as portorage at a hotel on arrival and departure is included.

26. SEVERABILITY

If any provision of these Booking Conditions is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

27. AMENDMENTS

The Tour Operator reserves the right to update or alter these Booking Conditions at any time, and will post up to date Booking Conditions on the Tour Operator's website www.justyou.com/information/booking-conditions.

The Booking Conditions that were in place on the date your booking was confirmed will apply to your tour. The Tour Operator recommends that you refer to the Booking Conditions applicable to your booking prior to travel to familiarise yourself.

28. FINANCIAL PROTECTION INSURANCE

G Touring Limited is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, all passengers booking with G Touring Limited are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form.

The policy will also include cover for cancelation or curtailment of your travel arrangements booked with G Touring Limited due to the insolvency of G Touring Limited.

All information and details correct at time of publication, April 2025.



Pisa, Italy