

# Sound Escapes Booking Conditions – All Tours 2019/20

**Company Name -** Sound Escapes Performance Tours Ltd  
**Company Number -** 11204384  
**Registered -** 14<sup>th</sup> February 2018  
**Trading name -** Sound Escapes Performance Tours Ltd  
**Registered Address -** Holly House, Hope Street, Beeston, Nottinghamshire, NG9 1DJ

"We/us" Means "Sound Escapes Performance Tours"

"The Event" Means any holiday, accommodation, activity or function organised or advertised by us.

"You" Means the person who has signed the booking form and includes all the people on whose behalf you have signed.

"Supplier" Means the company or person that is holding or providing the event or any part of it.

"Price" Means the total cost of the event.

## 1. TERMS AND CONDITIONS

These terms and conditions govern the contract between you and us to the exclusion of all other terms and conditions save for those implied by law, and no variation to these terms and conditions shall be valid unless in writing and signed by you and the company director.

## 2. FORMATION OF CONTRACT

No contract shall arise between you and us until we have received the deposit payable and we have sent to you written confirmation (this can be in the form of an email) of our acceptance of your booking.

## 3. LEAD NAME

The lead name on any booking with us accepts the full responsibility of collecting the full balance payable for the booking and indemnifies "Sound Escapes Performance Tours" against any loss from any individual failing to pay within your group. The lead name of the group is also responsible for ensuring that all group members are aware they are bound by our terms and conditions.

## 4. PAYMENTS AND DEPOSITS

Deposits are payable at the time of booking and the balance of payments are split into the following phases:

An agreed non-refundable non-transferable deposit is payable at the time of booking and second deposit payable 8 weeks after booking as detailed in your bespoke quotation.

The final balance is to be paid no less than 70 Days (ten weeks) before the date upon which your event is due to start. Failure to pay by this date may result in a £10.00 per person late payment charge.

Deposits are used by us to enter into the contractual arrangements on your behalf and are non-refundable. Payments can be made via online bank transfers to "Trustees of Protected Trust Services Air Travel" or cheque(s) in £ sterling made payable to "Protected Trust Services" where upon receipt we will endeavour to place the booking for you at the same price, although this cannot be guaranteed. We will however notify you should there be an increase in price. A non-clearing or returned unpaid cheque will incur a £30.00 transaction charge.

## 5. PRICES AND MINIMUM NUMBERS

All prices are calculated on the basis that the minimum group size advised at or before the time of booking is achieved. In the event that the number of paying group members is less than the applicable minimum, we reserve the right to adjust the price payable by each group member accordingly or, if this is not possible, to cancel your booking. Where you do not wish to accept any adjusted price or we have to cancel your booking in these circumstances, cancellation charges will be payable as shown in clause 7. Providing the minimum group size is achieved when the final balance is paid, we will not, however, adjust the price or cancel for this reason in the event that your group falls below the minimum size at a later stage. Please note that the difference between the original and any adjusted price is not a surcharge so the above provisions of this clause will not apply to it.

## 6. CANCELLATION OR ALTERATIONS MADE BY US

It is unlikely that we will have to make any changes to your travel arrangements except for reasons beyond our control. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you will be entitled to either a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us; if available (we will refund any price difference if the alternative is of a lower value).

If we make a major change to your tour, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked tour and receiving a full refund of all monies paid. Very rarely, we may be forced by force majeure to change or terminate your holiday after departure but before the scheduled end of your time away. If this extremely unlikely situation does occur, we regret we will be unable to make any refunds (unless we obtain refunds from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

**Force Majeure:** This means we will not pay compensation if it is necessary for us to cancel or change your travel arrangements in any way because of events beyond our control. Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

## 7. CANCELLATIONS OR ALTERATIONS MADE BY YOU

You may cancel your booking within a period of 14 Days after the initial deposit however this initial deposit is non-refundable. After 14 Days you may cancel your booking however all deposits and (if applicable) any additional payments made to date on the booking are non-refundable. All cancellations must be made in writing from the lead name on the booking. If you cancel with us more than Ten Weeks (final balance due date) in advance of the travel date, cancellation fees will be levied as follows:

Amount of Cancellation charge (expressed as a percentage of the total tour cost inclusive of supplementary meals and excursions)

70-29 days before departure: 75%  
28-15 day(s) before departure : 90%  
14-1 day(s) before departure : 100%

We shall try to accommodate any reasonable changes you wish to make to your tour after booking. Alterations and amendment requests should be made with us and not suppliers and should be made in writing to us by the lead name. These changes shall not be deemed accepted until we have confirmed in writing to you. If you wish to increase or decrease the number of persons participating in the tour you may do so but changes may result in the recalculation of the tour price where for example, the basis on which the price of the original tour was calculated has changed. Changes such as arrival / departure dates and destination changes will also be subject to our administration charges. We cannot guarantee that the change to the price will be pro-rata, but will depend upon the arrangements we are able to make with our suppliers. Subject to our written agreement you may transfer your booking to a person who satisfies all the conditions applicable to the tour.

## 8. FAILURE TO PROVIDE A CONCERT

If, due to reasons beyond our control, a concert is unable to take place due to (but without limitation); closure of premises, the ceases of trading, a change in supplier management, weather restrictions, we will provide you and your group with an alternative event and if this is does not prove possible, a refund to you of the cost to us of the concert.

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## 9. MEALS

Breakfast is included with accommodation bookings unless otherwise stated. The type of breakfast you will receive will be confirmed with your pre-tour final documentation. Restaurant meals may require a pre-order to be completed by the lead name of the group. This should be completed and returned to us, or the venue as required. If a pre-order has not been completed, we accept no liability for meals not provided or delays in providing the meals for you. We will endeavour to meet any specialist dietary requests for any member of your group. We accept no liability if our suppliers are unable to meet these requests in advance, or once at the venue. If your group arrives late then we accept no liability.

## 10. YOUR OBLIGATIONS

We expect that your group will behave in a safe, responsible and courteous manner; comply with all instructions; regulations and codes of practice issued by us or our suppliers; ensure that you comply with all age restrictions imposed by our suppliers; ensure that you comply with all arrival times, and dress appropriately for the concerts. If you breach these obligations we may cancel or curtail the event or any part of it and in those circumstances you shall not be entitled to any refund. You shall take out insurance suitable for your needs (including delays for events involving travel by land, sea, or air) before the event.

## 11. OUR OBLIGATIONS

We shall take all reasonable care and skill in arranging the event and comply with all applicable laws in relation to the tour; wherever possible, re-schedule the tour/concert instead of cancelling or offer a refund to you of the cost to us of the tour/concert. All of the photographs and illustrations we use on our website and in literature (including quotations) we send you are for marketing purposes and may not entirely represent the actual products received.

## 12. CUSTOMER FEEDBACK AND COMPLAINTS PROCEDURE

We are available 24 hours a day whilst your group is on tour and will do our utmost to resolve complaints amicably and quickly. If you encounter a problem or have a complaint whilst on tour then you must contact your Tour Manager in the first instance, and where appropriate, the supplier concerned. If the matter is not settled quickly please inform our office immediately (during your tour). If the complaint remains unresolved or you were unable to contact us the complaint must be put in writing to us within 28 days of the date of return. Only the Tour Leader should contact us on behalf of the group. If you fail to follow this complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

## 13. TRAVEL DELAY

Your travel insurance may provide you with some cover in the event of significant delay. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to [passengercomplaints@caa.co.uk](mailto:passengercomplaints@caa.co.uk) or see [www.caa.co.uk](http://www.caa.co.uk) - Referring Your Complaint to the CAA.

## 14. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates including requirements for

any member of the party who is not a British citizen or does not hold a British passport. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. If failure to have any necessary travel or other documents results in fines surcharges or other financial penalties being imposed on you you will be responsible for reimbursing us.

UK entry: EU citizens require a passport or identity card. US, Canadian, South African, Australian and New Zealand citizens can stay for up to six months without a visa, provided they have a valid passport. Many other nationalities require a visa, see <https://www.gov.uk/government/organisations/uk-visas-and-immigration> for current information.

## 15. DATA PROTECTION

Sound Escapes Performance Tours Ltd. is fully committed to protecting the rights and privacy of individuals, in accordance with the Data Protection Act 1998. Relevant information about our clients will only be processed in line with the purpose for which you have provided it (for example arranging your tour) or as you have consented to our using it (for example, to send you marketing material) or as permitted by data protection laws. Personal data will be collected, recorded and used fairly, stored safely and securely and not disclosed to any third party unlawfully.

## 16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.

## 17. JURISDICTION

This agreement shall be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

## 18. CHANGES TO THESE TERMS AND CONDITIONS

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third-party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward you a copy of these changes and all reservations will abide by the amended terms, with the exception of reservations already made.