

Tim Syrad Wine Tours Limited – Terms & Conditions

The following booking conditions, together with the information set out in the Key Tour Information about the Tour you have booked will form the contract between you and us for your Tour with us.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made. We do not accept bookings for any person not aged 18 years or more at the start date of the Tour.

"We", "us" and "our" refer to employees of Tim Syrad Wine Tours Ltd.

You can contact us as follows:

By post: Tim Syrad Wine Tours Ltd at 222 Stanley Road, Teddington, Middlesex, TW11 8UE.

By email: tim@timsyradwinetours.com

By phone: 020 7060 4529

In this agreement:

"Tour"

means a wine tour organised by Tim Syrad Wine Tours Ltd

"Tour Information"

means the information on the website, and any documents we send to you in hard or soft copy to provide information about your tour. Please see Paras 10.1-3.

"Key Tour Information"

means the key elements the Tour should include, that you should have read and understood before you book.

"Tour Price"

means the price you pay for the tour, reflecting any supplements or discounts agreed with us.

"Meeting Point" and "Departure Point"

mean the place(s) specified by us in the Tour Information where we will meet, on the Start Date in order to start your tour and where we will return you to on the Finish Date. For European tours they are usually an airport, and will usually be the same place. For long haul tours they are usually the hotel at which we are staying.

"Start Date" and "Finish Date"

mean the date on which we meet at the Meeting Point to start your tour, and the date on which we finish the tour and take you to the Departure Point.

"Modular Tour"

means a series of Tours in a country or region which can be booked in sequence. In such cases, individual Tours may be referred to as **"Modules"**, and they will have individual Start Dates, Meeting Points, Finish Dates and Departure Points.

"Tour Leader"

means any employee or agent of Tim Syrad Wine Tours who is identified through Tour Information as such.

1. What is included in the Tour Price

1.1. The following items are included:

- 1.1.1 transfers from the Meeting Point to the hotel, and from the hotel to the Departure Point;
- 1.1.2 accommodation, excursions and meals as stated in the Key Tour Information

1.2. The following items are not included:

- 1.2.1 your travel to the Meeting Point before the Tour commences, and your travel from the Departure Point when the tour has ended;
- 1.2.2 in the case of a Modular Tour, your travel and accommodation between the end of one Module and the start of another;
- 1.2.3 all other costs incurred before you board transport at the Meeting Point and after you return to the Departure Point;
- 1.2.4 travel insurance or any other insurance personal to you;
- 1.2.5 passport and visa costs;
- 1.2.6 vaccinations and medication, before, during and after the Tour;
- 1.2.7 food and drink over and above what we include in the Key Tour Information;
- 1.2.8 gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

2. Booking your tour

- 2.1. To book a place or places on a Tour you must send us a completed booking form. We will hold a provisional booking for seven days to allow you time to send us your deposit. We follow this strictly because many Tours are booked up fast. When we receive your deposit, we will send you an email confirming that we are holding a place for you on the Tour.
- 2.2. You must give us your personal details, special requests such as room preferences, and inform us of any dietary requirements or medical conditions by completing the booking form we shall send to you. We will treat personally identifiable information about you in accordance with our Privacy Policy (see link below).
- 2.3. The contract between us comes into existence when we confirm to you by email that the Tour is proceeding, and any specific special arrangements we have agreed with you. You undertake to pay for the Tour you have booked and we undertake to provide you with the Tour we describe in our Key Tour Information.
- 2.4. If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.
- 2.5. If we are unable to accept your booking, we will return your payment to you immediately.

3. Payment

- 3.1. Once we have confirmed a tour is proceeding and you have a place on it the deposit you have paid will be used towards the full amount owed.
- 3.2. The balance payment for a Tour is due at latest eight weeks (56 days) before the Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking. We will send you an invoice two weeks before the balance due date.
- 3.3. If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.
- 3.4. If you book a tour less than eight weeks prior to the Start Date you must send us the full payment at the time of booking.
- 3.5. You can pay by the following methods:
 - By giving credit or debit card details over the telephone. We do not keep your card details – please refer to our Privacy Policy (see link below).
 - By cheque made payable to 'Tim Syrad Wine Tours Ltd'. We shall take account of your cheque on the date it is cleared into our account. We do not accept post-dated cheques.
 - By electronic transfer to our bank account details of which are on the invoice and available on request.

4. Surcharges and refunds

- 4.1. The prices given in our Key Tour Information are calculated at exchange rates and local taxes current at the time of publication. If exchange rates relevant to specific costs of the Tour or local taxes move such that they adversely affect costs, you agree that we may increase prices at any time to a maximum of 8% of the Tour Price you have accepted when you booked. If we do this we shall tell you the costs that are impacted and the material increase in Sterling cost.
- 4.2. No matter what the increase, we shall not increase the cost less than eight weeks before the departure date.
- 4.3. If we increase the price of your Tour by more than 8%, you are free to cancel. In that circumstance we will return to you all money paid to us.
- 4.4. In the event that exchange rates relevant to specific costs of the Tour or local taxes move in our favour we may offer a refund after deducting administrative expenses, reflecting a reduction in cost of up to 8% of the Tour Price you have accepted when booking. If requested we will provide proof of any administrative expenses deducted.
- 4.5. For some Tours we buy currency forward to lock in exchange rates, in which case subsequent movements in exchange rates will not affect our costs and we will not apply surcharges or rebates.

5. Changes and cancellations by you

- 5.1. We will try to accommodate changes you request, for example, room preferences, dietary requirements or arrangements reflecting medical conditions that have arisen since the contract came into effect, but we cannot promise to do so. If we do, you agree to pay an administration fee of £25 per person and any additional cost of a different arrangement.
- 5.2. Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office.
- 5.3. If you cancel a place on a Tour we have confirmed is proceeding your deposit may not be returned if we have incurred any costs in handling your booking.
- 5.4. Eight weeks or less before the start date we shall charge for any costs we cannot recover. These will increase as the start date approaches, as follows:

56-31 days before Start Date:	25% of Tour Price * see 5.5
30-8 days before Start Date:	50% of Tour Price
7 days or less before Start Date:	100% of Tour Price
- 5.5. In the event of cancellation by you up to 31 days before the Start Date, we will consider allowing you to transfer the money you have paid to some other Tim Syrad Wine Tours tour (paying the additional cost or receiving a refund / credit in respect of any price difference).
- 5.6. Instead of cancelling a Tour you may transfer a booking to some other person. That person must meet any conditions that may apply to the booking. We may charge costs arising from the transfer of the contract to another person, and will provide proof of those costs.
- 5.7. If circumstances force you to leave a Tour early, you will have to bear any additional costs yourself.

6. Changes and cancellations by us

- 6.1. We reserve the right to change Tour arrangements. This is necessary because any of our tours could be impacted by variables that are outside our control. These may include disruption to accommodation, restaurants, local travel infrastructure and ability of specific wineries to receive visits. There is also the possibility that new information about a wine region will in our opinion benefit the Tour participants generally by providing better wine appreciation opportunities.
- 6.2. We shall tell you about significant changes to the Key Tour Information as soon as we can, and give you the opportunity to either accept the change, or take an alternative tour with Tim Syrad Wine Tours (paying the additional cost or receiving a refund / credit in respect of any price difference), or cancel and accept a full refund.
- 6.3. If we need to make changes during a Tour, we will make alternative arrangements so as to comply as closely as possible with the Key Tour Information.
- 6.4. We are not liable to pay you compensation for loss or resulting from changes to your Tour when:
 - the change is not significant, such as changes to the advertised hotel, individual vineyard or restaurant visits, which are of equivalent quality or interest
 - or
 - unavoidable and extraordinary circumstances arise the consequences of which could not have been avoided, even if all reasonable measures had been taken.
- 6.5. If unavoidable and extraordinary circumstances resulting in consequences which cannot be avoided, even if all reasonable measures are taken, prevent us from running a tour and we have to cancel a Tour before the date of departure, you may choose to take an alternative tour with Tim Syrad Wine Tours (paying the additional cost or receiving a refund/credit in respect of any price difference) or a full refund of all money paid.
- 6.6. Please note that we will follow the guidance of the Foreign and Commonwealth Office regarding whether travel to a destination is safe. In the event of cancellation, we are not liable to pay compensation.
- 6.7. We reserve the right to cancel any Tour that we have not confirmed is proceeding (see Para 2.2), for which there are not enough bookings, not less than eight weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Tim Syrad Wine Tours tour. The minimum number of bookings we require to run a tour is 12 people.

You agree that all these provisions are reasonable.

7. Payment Protection

- 7.1. We are required by the Package Travel and Linked Travel Arrangements Regulations 2018 to provide effective security to cover, in the event of our insolvency, sufficient funds to refund all payments made by you for any element of a Tour not delivered as result of our insolvency.
- 7.2. All monies paid to us by you are held in a UK bank account managed by a trustee independent of us, and not released to us until the Tour you have booked is completed and/or any refund you may be due has been paid to you.
- 7.3. Our Independent Trustee is
Duncan Hughes,
The Hughes Consultancy
1, Golden Court, Richmond, Surrey TW9 1EU

8. Travel Insurance

- 8.1. It is a condition of booking a Tim Syrad Wine Tours tour that you take out appropriate travel insurance and do not travel against medical advice. Your cover must include medical expenses arising through illness or accident prior to or during the Tour, the cost of assistance such as repatriation in the event of accident, illness or death, baggage cover, and be appropriate for the locations the Tour is visiting. We recommend you take out cover for the cost of cancellation by you. We cannot approve the cover you have bought and are not responsible if it is inadequate.
- 8.2. You must provide details of your cover when you make payment of the balance due for your Tour. You must provide us with the Policy Provider, Policy Number and 24 Hour Helpline number.

9. Passport, Visa and Health Requirements

Please note carefully:

- 9.1. We will provide information on visa requirements for UK nationals for tours to non EU countries in the Key Tour Information. We will also provide information on general guidance issued by UK authorities on vaccination requirements for non EU tours.
- 9.2. If you need professional medical care whilst on a tour, we will provide assistance. You should inform your travel insurers as quickly as practically possible. In the event that you are unable to communicate with your insurers, or someone you are travelling with is unable to do so on your behalf, we will do so on your behalf using the details of your insurance policy and emergency telephone number you must provide (see Section 8.1).
- 9.3. You agree to repay to us all costs we incur in providing this assistance, including payment for any transport and telephone calls. We will give you a receipt on your return, for you to pass to your travel insurers.
- 9.4. We offer the following advice. It is your responsibility to choose whether or not to follow it.
 - It is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour;
 - You should apply for any necessary visa in good time;
 - You should check with your GP what vaccinations and medication you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre www.nathnac.org.
 - It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your tour. Remember to bring certificates and confirmations with you in your hand luggage.
 - If you are a national of an EC country and are taking a European tour, you should take your European Health Insurance Card (EHIC) available from main Post Offices or online

10. Tour Information

We provide a variety of Tour Information, and keep details about future Tours updated on the website. From time to time we send out updates on tours via email.

- 10.1. For the purposes of booking a tour, it is the Key Tour Information that forms the basis of the contract between you and us. This will be formally confirmed via email to anyone who has expressed an interest in a Tour before we accept a reservation. It will be published on the

relevant Tour page on the website, and available as a pdf to download. A hard copy can be sent on request. Key Tour Information includes the Meeting Point, Departure Point, Start Date, Finish Date, the location(s) and standard of accommodation, the minimum number of visits to wineries, the minimum number of meals provided, and details of any specific visits or experiences that could be considered to be essential to deliver a Tour to a specific wine region. The Key Tour Information will also include, if relevant, visa and vaccination requirements as specified in Para 9.1., and the insurance you must have, as specified in Para 8.1..

- 10.2. In the months leading up to a Tour we will update information on the Tour (eg specific visits, more about the accommodation) on the relevant Tour page on the website. If you have booked a place on a Tour, or expressed interest in it, we will inform you of any significant updates by email as they are posted onto the website.
- 10.3. Approximately two weeks before the Start Date, we will send you the following information relating to your Tour:
 - o further details about the location of Meeting Point and time of meeting;
 - o final details about the accommodation;
 - o suggestions about climate and clothing recommendations if appropriate;
 - o confirmation of the full itinerary of visits. Please see Paras 6.1-6.4 regarding changes we may need to make up to the start of and during a tour.

11. Our Obligations to You on a Tour

We will make our best efforts to make your experience on a Tour with us as good as possible.

- 11.1. We will provide you with specific contact details to use to contact us during the Tour, ie a mobile telephone number for your Tour Manager, and a 24 hour UK number for use in emergencies.
- 11.2. We will arrange accommodation as detailed in the Key Tour Information. Accommodation will be in hotels or similar, eg serviced apartments with breakfast provided. En-suite facilities will be provided.
- 11.3. We reserve the right to change accommodation from any specifically mentioned in the Tour Information.
- 11.4. Please note that accommodation in some countries may be of a lower standard than comparable accommodation in the UK.
- 11.5. For all meals included in the Tour, we will ensure that any dietary requirements you have informed us about at the time of booking are catered for. If you have a dietary requirement that you have not advised us about at the time of booking we will do our best to accommodate it. Please note that some of the countries we visit may not provide the variety of food accommodating a specific dietary requirement you may be used to at home.
- 11.6. For all visits to wineries and vineyards we will ensure that the visit will be conducted in, or translated into, English. We will ensure there is sufficient variety across the visits to give a good impression of the wine region we are reaching, although we cannot guarantee we will cover specific producers or sub-regions that are not specified in the Key Tour Information. Please see Para 6.4.
- 11.7. If you get into difficulty when on a Tour we will provide appropriate support as quickly as possible, in relation to contacting health services, local authorities or consular assistance. We will help you make long distance telephone calls, and help you to find alternative travel arrangements to get you to the Departure Point (or equivalent) if you need to leave the Tour early. Please see Paras 5.7 and 9.3

12. Local standards

- 12.1. Laws, standards, culture and attitudes are different in many countries from what you may reasonably expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.
- 12.2. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we or the service supplier have not exercised reasonable skill and care.
- 12.3. Please also note that 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).

13. Limitations on our liability

We want you to enjoy your wine tour with Tim Syrad Wine Tours Ltd. We shall do our best to make your tour special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- 13.1. any event which happens before you board our transport at the Meeting Point or after you leave our transport at the Departure Point;
- 13.2. any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)
- 13.3. any aspect of goods or services you buy or accept other than those arranged by us;
- 13.4. medical problems or physical difficulties, even if you have told us about them in advance;
- 13.5. medical emergencies, although we will provide assistance as best we can, see Para 9.2;
- 13.6. your own carelessness or negligence in any aspect of your behaviour whilst with us;
- 13.7. changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- 13.8. problems or issues which we could have resolved whilst on a Tour but which you raise only after your return.
- 13.9. injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
 - 13.9.1 the act or omission of you or anyone in your party;
 - 13.9.2 the act or omission of a third party not connected with the provision of your tour.
- 13.10. any aspect of goods or services you buy or accept other than those arranged by us. The services and features included in your Tour are those specified in the Key Tour Information. If you choose to buy other goods or services during your tour, those are not part of the package we provide.

14. Help we need from you

- 14.1. Most tours run by Tim Syrad Wine Tours require reasonable physical fitness and mobility. You should be prepared to walk up to a mile a day.
- 14.2. If you have an injury or disability we can discuss with you reasonable adjustments that we could make to the specific Tour you are interested in to enable you to access it. Any adjustments agreed by us with you in writing will form part of the contract between us.
- 14.3. We often visit working wineries that may have hazards that require care to pass. You should be prepared to walk on uneven or slippery surfaces, and negotiate stairs. You should follow any directions given by the Tour Leader or staff at the winery we are visiting with regards to your safety.
- 14.4. If you are a smoker you must observe local laws regarding smoking in public areas, and the guidance of any place we visit as to where you may or may not smoke.
- 14.5. If at any time, it is our opinion (given by any of our staff or Tour leaders) that you, or one of the other people you have booked with, are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you or that member of your party from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients. You will not be compensated for any part of the Tour you or any member of your party misses in these circumstances, nor for any additional costs you incur for travel, accommodation or meals.

15. Complaints

We shall try our utmost to provide an enjoyable and informative wine tour, but if we fail in any way, please raise any issue with your Tour Leader immediately during the Tour. If your complaint cannot be resolved, or if it is not dealt with to your satisfaction during the Tour then you should give us full details in writing, providing any photographic evidence that may be relevant, immediately on your return and no later than 30 days after the end of the Tour. We cannot respond to complaints raised verbally after the Tour is completed. Our contact details are at the start of these Terms & Conditions, and on our website.

16. Miscellaneous

- 16.1. In this agreement unless the context otherwise requires:
 - 16.1.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;
 - 16.1.2 any agreement by any party not to do something includes an obligation not to allow some other person to do that same thing;
 - 16.1.3 except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.
- 16.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.3. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 16.4. In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 16.5. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- 16.6. We are not liable for any failure or delay in performance of this agreement that is caused by circumstances beyond our reasonable control.
- 16.7. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales, and both parties agree that any dispute arising from it shall be litigated only in England and Wales.

Tim Syrad Wine Tour Ltd's Privacy Policy can be found on the website:
<https://timsyradwinetours.com/privacy-policy/>

These Terms & Conditions were updated on 25th July 2018

Relevant Legislation

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all EU rights applying to packages. Tim Syrad Wine Tours Ltd will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Tim Syrad Wine Tours Ltd has protection in place to refund your payments in the event that we become insolvent.

More information on key rights can be found under the Package Travel and Linked Travel Arrangements Regulations 2018
<https://www.legislation.gov.uk/ukdsi/2018/9780111168479/regulation/2>