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 Booking Form (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 4 Winterdown Gardens, Esher, Surrey KT10 8NB.
By email: tim@timsyradwinetours.com
By phone: 020 7060 4529

Tim Syrad Wine Tours is committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with ''The Package Travel, Package Tours Regulations'' all passengers booking with Tim Syrad Wine Tours are fully protected for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. Your money is fully protected and paid into an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

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 10.1-10.3.

"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 request a place or places on a Tour you must contact us via the enquiry form on the website/send us an email/telephone us, to check there is a place or places available. We confirm receipt of your enquiry and advise on availability and/or alternative options if places are not available.

2.2. When we confirm the availability of a place or places, you must send us a completed booking form. You can do this by submitting the electronic version on the website or printing and posting the form to us. At this point you must give us your name, physical and email addresses and details of anyone else you are booking for, along with your room/bed preferences. We will treat personally identifiable information about you in accordance with our Privacy Policy (see link below). We will confirm receipt of the booking form and the place or places we are holding for you.

2.3. When we have confirmed the tour is proceeding (this happens when sufficient people have requested places for the tour to run, and relevant flight schedules have been published) we will request a deposit of £200 per person. On receipt of the deposit (see 3.5 for methods of payment), your place will be confirmed. **At this point the contract between us comes into existence.** 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 (see 10.1).

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. Four weeks before the tour commences we will request you provide us with your travel details (ie how and when you will be arriving/departing), any dietary requirements or medical conditions, and your Travel Insurance details (see 8.5). We provide a form for this information that you can complete electronically or by hand, and must receive this no less than two weeks before the tour commences. We will treat personally identifiable information about you in accordance with our Privacy Policy (see link below).

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 twelve weeks (84 days) before the Start Date. We will tell you that last date for payment when we confirm the tour is proceeding. 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. See 5.4.

3.4. If you book a tour less than twelve weeks prior to the Start Date you must send us the full payment at the time of booking.

3.5. You can pay into our Independent Trust Account (see 7.2) by the following methods:

- By credit or debit card. We will send a secure payment link on request, funds will be paid to the Trust Account.
- By cheque made payable to 'Trustees of PTS Air Travel Trust'. We shall take account of your cheque on the date it is cleared into the Trust's Account. We do not accept post-dated cheques;
- By electronic transfer to the Trust Account, details of which will be provided on the deposit request email and final invoice.

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 ten 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 may 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, 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 some or all of your deposit may not be returned if we have incurred any costs in handling your booking.

5.4. Twelve weeks or less before the start date we shall make the following charges.

- 50-84 days before Start Date: 25% of the Tour Price, net of any early booking discount
- 29-50 days before Start Date: 50% of the Tour Price, net of any early booking discount
- 15-28 days before Start Date: 75% of the Tour Price, net of any early booking discount
- 0-14 days before Start Date: 100% of the Tour Price, net of any early booking discount

5.5. In the event of cancellation by you up to 50 days before the Start Date, we will consider allowing you to transfer the money you have paid to another 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 another 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 (see 10.1) 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 in order to deliver a tour as close as possible to that described in 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 receive 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 2.3), for which there are not enough bookings, not less than ten weeks prior to departure. 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. Your money is fully protected and paid directly into an Independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

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.

8.2. We recommend your policy includes Travel Disruption Cover in the event of late cancellation of flights/other travel arrangements that you have booked yourself.

8.3. We recommend your policy covers the cost of cancellation prior to departure or curtailment during the tour due to your own circumstances.

8.4. We cannot approve the cover you have bought and are not responsible if it is inadequate.

8.5. You must provide details of your cover no less than two weeks before the Start Date. 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 direct you to guidance issued by UK authorities on visa and vaccination requirements for UK nationals for tours to non European countries that we are visiting.

9.2. If you need professional medical care whilst on a tour, we will provide reasonable 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 8.5).

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 suggestions. It is your responsibility to choose whether or not to take note of them.

- Ensure your passport is valid for the time period required by the country/countries we are travelling to.
- Apply for any necessary visa(s) in good time.
- Check what vaccinations you may require and allow time to obtain them.
- Check with your GP regarding any medications you are taking and what you may need to take with you.
- Obtain all necessary inoculations/vaccinations, take all necessary medications and follow all medical advice in relation to your tour.

- Complete and have available all relevant documentation/ paperwork/ online forms prior to travel to/arrival in the country of destination and return to your home country.
- Check the relevant advice the UK government provides on foreign travel here: https://www.gov.uk/foreign-travel-advice.

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. It will be published on the relevant Tour page on the website. 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.

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 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:

- further details about the location of Meeting Point and time of meeting;
- final details about the accommodation;
- suggestions about weather conditions and clothing recommendations if appropriate;
- confirmation of the full itinerary of visits. Please see Paras 6.1-6.4 regarding changes we may need to make before 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 two or more weeks prior to the tour are catered for. If you have a dietary requirement that you have not advised us about at this time 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 Paras 6.1 - 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;
or
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 and stand for periods of time.

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 steep stairs inside wineries and sloping uneven terrain in vineyards. 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 our Tour Leader) 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, of if 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 7th August 2023 and apply to tours commencing after April 2024.

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