

*Standard
Terms and
Conditions
for
European tours*

Version 2.51, valid from 1st May 2008 until replaced.

Is your copy of our terms and conditions up-to-date?

You can download the current
terms and conditions booklet
and
get information about all our tours
on our website

www.merciacharters.co.uk

What's changed in the Terms and Conditions?

We've reissued our Terms and Conditions because we've made the following changes:

01.05.2008: Added a note to section 7 to make it clear that if you choose to collect your tickets from us when you join the train, you accept that it is your responsibility to confirm the departure time and boarding point, *and* that we accept no liability if you miss the tour because you did not do so.

Standard Terms and Conditions for European tours

These conditions apply to all tours operated by Mercia Charters Limited outside the United Kingdom until further notice, and are subject to any alterations or additions shown in our tour brochures.

- We last updated these terms and conditions on 01 May 2008.

About these conditions

We have written these conditions to explain the agreement we make with you when you book a place or places on our tours. It explains what we agree to do to fulfil our contract with you and what you agree to do to fulfil your contract with us.

Throughout this document the following terms are used:

- “**we**”, “**us**”, “**our**”, meaning Mercia Charters Limited, our staff and agents.
- “**you**”, “**your**” meaning the tour participant and/or members of the participant’s party.
- “**Manager**” meaning our Tour Manager or our Train Manager, or any other person we designate as a Manager, or any person acting with the authority of our Manager.
- “**host organisation**” meaning any company, organisation or individual providing services listed in our tour brochure, which includes but is not limited to a company which provides transport, or which provides accommodation or other services, or which hosts visits we have included in our tour brochure.

When you book a place on a tour, you accept these terms and conditions, and they become part of your contract with us.

- Your contract with us is subject to English law, **and**
- you agree to be subject to the exclusive jurisdiction of the English courts, **and**
- you may also be subject to additional conditions imposed by our host organisations.

About our tours

1. Details given in our brochures and advertising

We give details of proposed tours in good faith, based on the information we have at the time of publication.

- We will advise you in writing or by email as soon as practically possible if major alterations to a tour are made before departure.
 - If you decide to cancel your booking because of major alterations, we will give you a full refund of all monies you have paid us.
 - **Please note:** we do **not** class locomotive substitutions, small changes in the advertised routing or any changes made on the day for operational reasons as “major alterations”.
- We will make every effort to run the tour as advertised.
 - You should understand that we rely on our host organisations to provide all or most services during the tour, and on the day those services may not be provided as planned or advertised.
 - ♦ You **must** treat the advertised itinerary as a guide; it is not a guaranteed timetable, and changes may be made if circumstances require.
 - Neither we, nor any individual, will accept any liability for any loss, or for any additional expenses incurred by you or any other passenger, by reason of ejection from the train **or** by reason of delay, cancellation or failure of arrangements for any part of the tour including, but not limited to, the substitution of any motive power or re-routing of the special train(s).
 - You shall not have any claim against us, or against any individual, if you miss any onward transport connections as a result of our or your late arrival at any starting point or any point en route.

2. A minimum number of bookings is required for each tour

Our tours can only run if a minimum number of seats are booked.

- Our tour brochure will state the minimum number of bookings needed for the tour to run, and a date on which we will decide whether or not the tour can run.
- If too few bookings have been made by that date, we will cancel the tour.

If we have to cancel our tour because too few bookings have been made,

- you will be notified in writing within 5 working days of the decision being made to cancel the train, **and**
- we will update our website as soon as reasonably possible, usually within 2 working days, **and**
- our **only** liability to you will be the return of any payments you have made to us for that tour.
 - We will **not** pay any other expenses on your behalf.

3. Tour pricing and changes to the advertised price

We will normally price our tours in pounds sterling.

- ♦ *Our host organisations quote prices in their local currency, and we will therefore calculate the tour price based on the prevailing exchange rate at the time the tour brochure is prepared.*
- We will list the exchange rate used to calculate the tour price in our tour brochure.
- If the exchange rate alters by more than 5%, we reserve the right to increase the tour price by a maximum of 5% to cover the costs incurred by that exchange rate alteration.

We will tell you of any change in price at least 30 days before the tour, and you will be given the option of paying the extra charge or cancelling your booking.

- If you then choose to cancel your booking, we will give you a full refund of any payments you have made to us.
 - We will **not** pay any other expenses on your behalf.

Booking your seat(s)

4. How to book your seat(s)

Each tour brochure will include a booking form.

- Please fill in all sections of the booking form and send it with your payment to the address shown on the form.

5. Paying for your ticket(s)

You may pay for your ticket(s) in pounds sterling by cheque, postal order or cash.

- We may also be able to accept other currencies, such as Euro.
 - If we are able to do so, the price will be shown on the booking form and payment instructions will be given in our tour brochure.
- If you pay by cash, you are strongly advised to send it to us by "Special Delivery".
 - We cannot accept any responsibility for cash we do not receive.
 - **Please note:** Royal Mail will **not** compensate you for money lost in the post unless it is sent by "Special Delivery".
- If you pay by cheque, our tour brochure will specify if you must pay the full amount with one cheque or if you may pay by instalments.

We cannot at present accept payment by credit or debit card.

6. *If there are problems with your payment*

If you pay by cheque, you must ensure that you have sufficient cleared funds in your account to cover the cheque payment.

- If your cheque bounces,
 - we will charge you £15 (fifteen pounds sterling) for each cheque which bounces.
 - ♦ *This is to cover the charges our bank makes for returning unpaid cheques.*
 - we may refuse to accept bookings from you in the future, unless you agree to pay by postal order or by cash (sent by Special Delivery).

7. *Your tickets*

We will send your tickets and final details of the tour to you by first-class post at least eight days before the tour.

- If you do not receive your tickets, please contact us as soon as possible.
 - ♦ *our e-mail address is team@merciacharters.co.uk*
 - We will arrange for replacement tickets to be issued, which you can collect from us when you join the tour.
- If you will not be able to receive your tickets (*for example because you will be travelling during the weeks before the tour*), please contact us.
 - We will arrange for your tickets to be available for you to collect from us when you join the tour.
 - ♦ *If you choose to collect your tickets from us, it is your responsibility to confirm both the departure time and boarding point before joining the tour.*
 - If you do not do so, we will **not** accept liability if you miss the tour.

8. *If you wish to cancel your booking*

If you have made your booking directly with us, the following applies

If you cancel your booking **and** we receive that cancellation before the “lower price cut-off date” or the booking deadline shown on the booking form (whichever is the earlier), you will be eligible to receive a full refund minus an administration fee of £10.00.

After the lower price cut-off date/booking deadline,

- we will refund 50% of the monies you have paid us if we receive your cancellation after the lower price cut-off date/booking deadline but more than 14 days before the tour;
- you will receive **no refund** if we receive your cancellation 14 days before the tour or less.

*If you have made your booking through a third party, such as another tour company, you **must** contact that company to cancel your booking.*

- You will **also** be subject to that company’s terms and conditions.
- We **cannot** make any refund directly to you if you booked through a third party.

If we cancel the tour, for any reason and at any time, our only liability will be the return of the payments you have made to us for that particular tour.

- We will **not** pay any other expenses on your behalf.

9. *Transferring your booking*

You may transfer your booking from one advertised tour to another at any time up to 21 days before the particular tour starting date.

- ♦ *We will charge a fee of £10.00 per person for transferring a booking.*

You may transfer your booking to another person only if the circumstances for this transfer are beyond your control, i.e. illness, jury service etc.

- You must advise us of this transfer of booking as soon as practicable and the person to which the booking is transferred must satisfy all the conditions applicable to the tour booked.
 - The transfer of booking must be made at least 21 days before the first day/date of departure of the tour, **and**
 - if there is a waiting list for the particular tour, the place to be transferred will first be offered to the person at the head of the waiting list.

10. *Medical and other personal considerations*

You must advise us **before** booking a tour if you know of any reason – including any health issues or any other personal circumstances – which may:

- ♦ cause us or you concern or difficulties, **or**
- ♦ disrupt or hinder the tour.
- If you advise us, we will as far as reasonably possible assist you before and during the tour.
 - *We cannot accept any liability for any outside assistance you may need or any delays, additional costs or other consequences which result.*
- If you do not advise us, you may have to organise your own assistance or travel forward from the location a problem occurs.
 - *We cannot accept any liability for any untoward occurrence, expense, delay or other consequence resulting from any circumstance, issue or problem of which you have not forewarned us.*
- You must **also** advise our Manager at the start of the tour to ensure that he is aware of the circumstances.

If you take medicine of any type, it is **your** responsibility to ensure you possess or can obtain a sufficient supply to cover both the duration of the tour **and** any likely delays or emergencies that may occur.

- It is also **your** responsibility to ensure that your medicines meet local legal requirements, especially those regarding import and export.
- We recommend that you consult your GP for advice before booking on any tour.
 - *If you are taking a prescribed medicine, you are **strongly** advised to carry a copy of your prescription, which **must** give the generic name of the medicine.*

Booking your seat(s): travelling in a group

11. Discounts offered to groups on our rail-only and our other tours

If you are travelling as a group of 10 or more passengers on a rail-only tour **and** you order tickets for the whole group in one block booking, we will **try** to offer you a discount.

If you are travelling as a group on a tour which includes accommodation or other activities as well as rail travel, we **may** be able to offer you a discount on some or all parts of the tour.

- These discounts will vary according to the discounts offered by or negotiated with our host organisations and service providers.
 - ◆ *To discuss group bookings and discounts, please contact us at our Coventry office. You will find our contact details on the rear cover.*

Booking your seat(s): travelling with children

12. Children are welcome on our tours

We welcome well-behaved children on our tours **if** they are travelling with a responsible adult.

- If the child is not travelling with their parent(s) or guardian, you **must** obtain a signed release from the parents or guardian authorising the child to travel with you.
 - *This is because the local authorities may require evidence showing that the child has parental permission to be with you.*
- If possible, we will try to arrange a family area on our train for the use of groups travelling with children.

Important information for adults travelling alone with children

In certain countries, particularly in former communist areas, you may be required to provide evidence that **both** parents have consented to allow the child to travel into and out of the country.

- **This may happen even if you are one of the child's parents or a legal guardian.**
- If you cannot produce suitable evidence to satisfy the local authorities, you and the child may both be detained whilst investigations are carried out.
 - ◆ *We will **not** be able to help you if you are detained in these circumstances.*

13. Restrictions and information applicable when travelling with children

For safety or insurance reasons, children may not be allowed to take part in some or all of the activities shown in the tour brochure.

- ♦ *In the event of any uncertainty, our Manager will decide if children may take part in any given activity. His decision in this respect is final.*

Our tours may not be suitable for younger children, who may not enjoy being on a train for long hours with little or nothing to interest them, and you should consider this before booking.

You are **solely** responsible for children in your party **at all times** during the tour.

14. Discounts offered to children on our rail-only tours

We will **try** to offer child fares on our rail-only tours.

Where we can do so, child fares and details of the age ranges to which we can offer these fares will be shown in our tour brochure and/or on the booking form.

- ♦ *If no child fares are shown in our tour brochure, please contact us at our Coventry office for further information.*
- We will normally allow children under the age of 5 to travel free of charge as long as they are accompanied by a responsible adult.
- We will **try** to offer a discount of at least one-third to children aged 5 and under 12.
- We **may** also be able to offer a discount to children aged between 12 and 15 **if** we are able to negotiate a suitable discount with our host organisation.
 - ♦ *Most European railways start charging full adult fare at age 12, which will affect our ability to offer discounted fares to children aged 12 or above.*

15. Discounts offered to children on our tours which include accommodation or other activities as well as rail travel

We **may** be able to offer child discounts on some or all parts of these tours.

- These discounts will vary according to the discounts offered by or negotiated with our host organisations and we may not be able to show them in the tour brochure.
 - ♦ *If no child fares are shown in our tour brochure, please contact us at our Coventry office for further information.*
- Children may have to share hotel accommodation to be given discounts on that element of the tour, and may not be given any discounts on meals included in the package.

Travel to and from the tour

16. Delays and disruption to your journey to and from our tour

When you book your travel to and from our tour, you should make sufficient allowance for late running or other disruption to **both** your transport and our tour.

- If you are late arriving at the tour boarding point because of delays or disruption to your inward journey, we will **not** be able to delay the tour to wait for you.
 - You will be allowed to join the tour at a later advertised station stop, but you must arrange – and pay for – your own travel to that stop.
 - For safety reasons, you will **not** be able to join the tour at other (non-station) stops, such as depots or lineside photo-stops.
- You will only be able to leave the tour at advertised stops, even if the tour is delayed or disrupted. We will **not** be able to stop the train at any other point.

17. Costs of onward transport after you have left the tour

We will not be responsible for:

- any costs incurred by you if you miss any onward transport you have arranged because the tour is delayed or disrupted, **or**
- the costs of any transport you arrange to take you from the tour to your pre-booked onward transport.

This applies to your onward transport once you have left the tour, whether you leave the tour during or at the end of the tour.

- This does not apply to transport we arrange, if we advertise it in our brochure.

18. Passport and visa requirements

You **must** be in possession of a valid passport (or identity card) which lasts for the duration of the tour and meets all local entry clearance (visa) and other requirements.

- If we give any advice about visas or other entry requirements in our tour brochures, it is for holders of a “British Citizen” passport.
 - *If you are not a British Citizen, or if no advice is given in our tour brochure, you **must** check the visa and entry requirements which apply to you **and** you **must** obtain any necessary entry clearance.*
 - ◆ Further information, including links to national visa information sites, is available on the UK Foreign Office travel website (www.fco.gov.uk/travel)
- If you are refused entry to a country and are then unable to participate in a tour, we will **not** be liable for any costs incurred by you, nor will we pay you a refund for the tour missed.
- *Warning: if you try to enter a country without a valid passport, visa or other entry clearance, you may be deported and/or may face fines and/or imprisonment.*
- You should carry your passport/identity card with you throughout the tour.

Your insurance

19. Insurance: the European Health Insurance Card

We **strongly** advise you to obtain a 'European Health Insurance Card' [EHIC].

- The EHIC replaces the E.111 form for residents and citizens of EU countries, and permits the use of reciprocal medical care facilities in most European Countries.
 - *Most medical insurance obtained in the EU is **only** valid if an EHIC is held.*
 - You can obtain an EHIC application form in the UK from Post Offices and some travel agents, or you may apply online through the Department of Health EHIC website (www.ehic.org.uk).
 - If you choose to travel without an EHIC, we will **not** be liable for any resulting problems or costs.

20. Insurance: your personal cover

You **must** have your own insurance cover (covering travel, cancellation, illness, loss or theft of belongings, and costs associated with unavoidable delays, and valid for the duration of the whole tour), unless our tour brochure specifically states that insurance is optional.

- By booking a tour, you confirm that you have adequate suitable insurance cover.
- You may be required to provide details of your insurance cover.
- Bookings will **not** be accepted from any person who
 - cannot confirm that they have adequate insurance cover, **or**
 - is unable to provide evidence of insurance cover.

Your insurance **must** cover any health or other circumstances referred to in condition 10 above.

*mercia
charters*

Where would you like to go next?

We always welcome suggestions for future tours.

*You can write to us at our office in Coventry
(address on the rear cover)*

or email us at team@merciacharters.co.uk

During the tour

21. Mercia Charters on-train staff

All our tours will be provided with a Manager, who will be assisted throughout the tour by a number of Stewards.

- ♦ Our Manager and Stewards will wear  identification badges and (where permitted) also wear high-visibility jackets when on duty.
- ♦ All our staff will be pleased to help you with any questions you have, and will be able to offer you advice and assistance at any time.

You **must** comply with instructions given by our Manager or Stewards as these will be

- for your safety, **or**
- to comply with operational requirements imposed by our host organisation.

22. Safety during the tour

You should be aware that railways and railway installations are often busy, and always potentially dangerous, places.

- You must **not** alight from the train at locations where you have not been given permission to do so.
- At advertised non-station stops, you **must** wait for permission to be given before leaving the train.
 - ♦ *This is because we may have to wait for our host organisation to complete their arrangements for receiving the tour group*
- If you alight from the train at locations where permission has been given, including but not restricted to photographic locations, walking routes and trackside locations, you **must** comply with any restrictions advised or instructions given.
- If you alight from the train anywhere other than at a station platform, you do so at your own risk.
 - ♦ *This includes alighting from the train at any railway installation such as a depot, whether or not it is advertised in our brochure.*
- Our Manager may allow you to travel on the locomotive, or in or on other parts of the train, or in or on vehicles which are not usually accessible to passengers. If you do this, you do so entirely at your own risk.
 - ♦ *You must **not**, under any circumstances, make your own arrangements to travel on the tour locomotive.*
 - *If you do so, our Manager will treat you as breaching section 23 of these Terms and Conditions.*

You should be aware that you may not be covered by your travel insurance if you are injured or suffer loss during any of the activities or circumstances listed in this section 19 and you are strongly advised to arrange suitable cover with your insurer.

23. *Your behaviour during the tour*

If you:

- refuse to comply with reasonable instructions given by our Manager or Stewards, or by representatives of our host organisation, **or**
 - consume excessive alcohol, **or**
 - break safety rules (including no-smoking rules), **or**
 - break any rules imposed by our host organisation;
- or** if your behaviour is considered to be detrimental to
- the present or future well being of the tour, **or**
 - our host organisation, **or**
 - any other participant;

we **will** remove you from the tour at the earliest possible opportunity.

- If necessary, we will stop the train especially to do this.

If you are removed from the tour:

- we will accept no liability for your onward transportation or for any costs you incur or for any other results of your removal, **and**
- you will not receive any refund for all or part of the tour you are removed from, or for any subsequent day's tour if the tour is part of a multi-day trip.

If we have to stop the train especially to remove you, you **will** be liable for

- any costs incurred by  and/or our host organisation in relation to your removal, **and**
- any compensation which becomes due to other tour participants as a result of any delay incurred.

We reserve the right to refuse a booking from any person previously removed from a tour by our Manager.

24. *Smoking*

For the comfort of all passengers, you are **not** allowed to smoke anywhere in our chartered transport or in the hotels and restaurants used **unless** we advise otherwise.

- *In many countries smoking is no longer allowed on trains or in public places.*
 - ◆ *If smoking accommodation is available on a particular tour, you will be advised of the location by our Manager.*

Please note: if you smoke in no smoking areas, such as hotel rooms, we will **not** be liable for any action taken against you by a host organisation, local authorities or local law enforcement agencies, or any costs or penalties resulting from such action.

25. *Costs of missing group transport*

We will not be responsible for any costs incurred by you should you miss the group transport at any time before, during or after the tour, unless it is a result of our negligence.

26. Hotels

Where hotels are included in a particular tour they are organised in good faith, and should be of a reasonable standard for the country concerned.

You must understand that:

- hotels will probably not have been visited by our staff before the tour; **and**
- hotel standards and facilities may not be those expected in UK hotels.

Our tour brochures will clearly state

- the basis of the hotel booking (e.g. 'bed and breakfast' or 'bed, breakfast and evening meal'), **and**
- if rooms are shared in any way.

We give such information in good faith, and believe it to be correct at the time of publication of our brochure, but it may be subject to change due to unforeseen circumstances upon or before arrival.

- In particular, please note that we cannot guarantee
 - en-suite facilities, **or**
 - rooms for smokers or non-smokers, **or**
 - that any special request will be fulfilled by the hotel.

27. Meals

Where meals (other than those included in hotel stays) are included in a particular tour they are organised in good faith on the recommendation of our host organisation, and should be of a reasonable standard for the country concerned.

You must understand that:

- any restaurants used during the tour will probably not have been visited by our staff before the tour; **and**
- restaurant standards and facilities may not be those expected in the UK.

Our tour brochures will clearly state which meals are provided (e.g. 'lunch in local restaurant').

We give such information in good faith, and believe it to be correct at the time of publication of our brochure, but it may be subject to change due to unforeseen circumstances upon or before arrival.

Other conditions

28. Compliance with local laws, etc.

You are reminded that **all** local laws, regulations and conditions applicable to any facility used during the tour apply to you, and that these **must** be complied with.

- *This applies especially with respect to any security regulations or activity by the security forces.*
 - ◆ *We cannot be held liable for the consequences should you fail to comply.*

29. If you purchase goods whilst abroad

You **must** be aware of and abide by all local Duty Free, or other allowances for the purchase of goods when in a country outside the United Kingdom.

- You are especially reminded that customs and “duty free” limits may still apply to purchases made in the “new” EU countries.
- We will not be liable for any consequences or any refund(s) should you not adhere to these restrictions.
 - ◆ *We strongly advise that you check the local import and export limits and regulations before travelling, especially if you intend to visit a third country before or after the tour.*

30. When we act for a third party

We may on occasion act as an agent for a third party, for example selling you tickets for tours provided by another operator.

- You **must** accept that when we act as a third party’s agent, we have no control over the third party or over any changes or cancellations they may make to their advertised events.

When we act as an agent, our **only** liability to you is the return of any money you have paid us for transmission to the third party if that third party cancels their advertised event.

- We accept no other liability, **and** our normal cancellation conditions do not apply.
- Specifically, when we act as an agent, unless we state otherwise at the time we will **not** be able to give refunds if the third party makes changes to their advertised event and you choose to cancel your booking as a result of that change.

31. General disclaimer

We shall not be responsible for any loss or damage to baggage or property, or for injury, illness, or death, or for any damages or claims whatsoever arising from loss, negligence, or delay from the act, error, or negligence of any person not under our direct and exclusive control, or for the criminal acts of any third party.

32. *Our privacy policy*

When you book your ticket, we will ask you for your name, address, contact telephone number and contact email address.

We use this information to process your booking, to despatch your tickets and, if necessary, to contact you about your booking or the tour.

- If we need to contact you, we will try to contact you via email. If we cannot contact you by email, or if time is critical, we will try to contact you by telephone.
- We will send certain notices, such as cancellation notices, by post.

Any information you provide will be used for our purposes only.

However, we may need to provide your name and/or other details to third parties in order that they can provide their services to you (e.g. a hotel may ask for your name when we reserve your room).

We will not share your information with other companies or individuals unless you have agreed for that to happen or it is required by law.

You agree that we may collect relevant personal information from you, and that we may pass this information onto our host organisations and other third parties in connection with the tour you have booked.

- You understand that these third parties may be outside the United Kingdom, and be subject to differing legal restrictions and jurisdiction, especially regarding release of information.
- We will always try our best to keep your information confidential.

33. *If you have any comments*

If you wish to raise a complaint or make any other comment during any of our tours, please speak to the Manager at the first opportunity. We will try to resolve the issue immediately if we can.

- If you feel the issue was not dealt with properly at the time, please put your complaint in writing and send it to us.
 - *Please note that we cannot accept complaints by e-mail.*
- Your complaint must be received by us at our Coventry address no later than 21 days after the last day of the tour.
- This does not affect your statutory (legal) rights.

We welcome feedback on our tours and any suggestions you may have. Constructive criticism is always particularly welcomed as it can help us in planning our future tours. Please write to our Coventry address or e-mail the  team at the address below.

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