

# INBOUND BOOKING FORM

# SWEET CHARIOT

Please complete this form and send it with your deposit to the address below.

Tour Reference  (office use only)

## CONTACT DETAILS

Tour Leader's Name: \_\_\_\_\_

Name of Organisation: \_\_\_\_\_

Contact Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PostCode: \_\_\_\_\_

Tel H: \_\_\_\_\_ Tel W: \_\_\_\_\_

Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## YOUR TOUR

Type of Tour (i.e. Sport, Drama, Culture): \_\_\_\_\_

Age Group (Adult, Student, University): \_\_\_\_\_

Length of tour: \_\_\_\_\_ Proposed dates: \_\_\_\_\_

Number of tourists 18 and Over: \_\_\_\_\_ Number of tourists Under 18: \_\_\_\_\_

Type of accommodation required (hotel, hostel, billeting etc): \_\_\_\_\_

Meal basis (room only, B&B etc): \_\_\_\_\_

## For Sports Groups Only

Sports Played: \_\_\_\_\_ Number of Games Per Sport: \_\_\_\_\_

Teams (U16/U18): \_\_\_\_\_ Playing colours: \_\_\_\_\_

I have arranged a bank transfer to SWEET CHARIOT LEISURE LIMITED for £\_\_\_\_ per paying passenger as the first deposit for my group making a total of £\_\_\_\_\_.

I also certify on behalf of the organisation referred to on this form, by whom I warrant I am authorised to make this booking, that I agree to the BOOKING CONDITIONS and that our booking is made upon and subject to those terms.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

# TERMS AND CONDITIONS

## A. YOUR CONTRACT

- 1) The contract will be between Sweet Chariot Leisure Limited, a company registered in England & Wales with company registration number 3628112 and registered office address of The Club House, Church Road, Epsom, Surrey, KT17 4DZ, referred to hereafter as "the Company" or "us", and the organisation named in the Booking Form, referred to hereafter as "the Organisation", "you" or "your". References to 'Tour(s)' in these Booking Conditions means the travel and tour arrangements provided by the Company to the Organisation, as detailed in the Booking Form.
- 2) Bookings must be made in writing using the Sweet Chariot Booking Form. No booking will be made until the Booking Form is received into The Company offices, together with the required deposit as stipulated in the quotation. No contract will exist between you and us until we issue you with a booking confirmation which will confirm the details of the booking made.
- 3) The Booking Form acts as an acceptance of these Booking Conditions and any alterations to the contract must be made in writing. The person signing the Booking Form on behalf of the Organisation confirms that they accept these Booking Conditions and have authority to bind the Organisation to these Booking Conditions.
- 4) These Booking Conditions shall form the basis of the contract between us. We both agree that this contract is governed by English Law and submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute(s) they may have relating to these Booking Conditions and the contract between us.
- 5) The Company's contract is solely with the Organisation named in the Booking Form, not with the individual participants of the Tour, hereafter referred to as the 'Participants'.

## B. PAYMENT

- 1) To secure your booking you must, as detailed above, send the required deposit stipulated in the estimate or promotional material/brochure for the Tour.
- 2) Any further payment arrangements must be completed within the timescale laid down in the estimate or promotional material/brochure for the Tour, or as agreed in subsequent written correspondence.
- 3) Full payment of the total outstanding balance will be due no later than 8 weeks prior to the date of departure and any bookings made within 8 weeks of the departure date will be required to be paid in full at the time of booking. For some bookings, the final balance may be required to be paid in advance of 8 weeks prior to departure and you will be advised of this at the time of booking.
- 4) If payment is not received by the stipulated dates, The Company reserves the right to assume that the booking is cancelled and therefore the cancellation charges stipulated in clause F will be applied.
- 5) Payment can be in the form of cash, cheque, bank transfer or banker's draft.

## C. PRICES

- 1) The Company reserves the right to make adjustments to the agreed prices for reasons including but not limited to currency and exchange rates fluctuations; changes in transportation costs, including the cost of fuel; and changes to tax rates, dues or other fees such as landing taxes or embarkation or disembarkation fees at ports and airports. Furthermore, The Company reserves the right to correct any errors in the prices of confirmed bookings.
- 2) At no time is The Company required to give a breakdown of the individual costs of the services that go together to produce the Tour.
- 3) The Company shall have right to charge the Organisation interest on any outstanding sum due under this Agreement from the date on which such sum was due until actual payment at the rate of 4 per cent per annum above the base rate of Barclays Bank PLC prevailing on the due date of payment. The Organisation shall pay the interest together with the overdue amount.

## D. CHANGES & CANCELLATIONS BY YOU

If you wish to alter the confirmed booking in any way, you must make your request in writing as soon as possible. If the amendment is possible, there will be an administration fee charged of £25 per passenger plus any additional costs incurred by the Company. The change of dates of travel or numbers in a tour party constitutes a major change which may result in cancellation charges being applied.

PLEASE NOTE: Airline tickets cannot be changed without the payment to the airline of cancellation charges or the cost of a replacement ticket. These charges will be added to the invoice and will be in addition to the administration fee charged by The Company.

If you wish to cancel a confirmed booking, you must notify us in writing by the person who signed the Booking Form. A cancellation is not effective until The Company receives this communication. You will be required to pay the applicable cancellation charges below:

Days prior to departure date when written advice of cancellation was received.	% of holiday payable
Up to 90 days prior .....	Deposit only
89 to 43 days prior .....	50%
42 to 29 days prior .....	75%
28 days prior .....	100%

## E. CHANGES OR CANCELLATION BY US

1) Amendments to Tours are not that common but they do sometimes happen as arrangements are often made many months in advance and with suppliers over which The Company has no direct control. In such events, we reserve the right to make changes. Most changes are very minor but in the event of a MAJOR change such as the change of departure airport (not including changes between London airports), resort area or time of departure or return by more than 24 hours, we shall notify the Organisation as soon as reasonably possible. Unless otherwise advised by the Organisation, The Company shall provide alternative arrangements to the Organisation of at least equal standards with similar services, facilities and location.

If, acting reasonably, the alternative arrangements are not deemed acceptable by the Organisation, the Organisation shall be entitled to cancel the Tour and receive a full refund of all monies paid relating to the Tour in question.

2) The Company reserves the right to cancel or amend the Tour without any liability where:

(i) the Tour cannot be supplied or cannot be supplied as described or agreed due to circumstances beyond its control or the control of the applicable third party suppliers (Force Majeure). In such circumstances, you have the choice of accepting the change and continuing as before or treating the contract as terminated from when the relevant circumstance arose. If the contract is treated as having been terminated, The Company shall refund to you monies that have not already been committed to your tour, after deducting expenses and costs which The Company has incurred (including without limitation, expenses and costs incurred as a result of the circumstances, amounting to Force Majeure); or

(ii) the Organisation has failed to make payment by the applicable due date.

## F. BEHAVIOUR

The Organisation accepts responsibility for the behaviour of all its Participants throughout the duration of the Tour. If in our reasonable opinion or in the opinion of any airline pilot, hotel manager, coach driver, Company agent, tour leader or other person in authority, the behaviour of any Participant is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate the Tour. Should this be necessary, no refund or compensation will be paid to the Organisation or any Participant nor will the Company be liable for any costs incurred by the Organisation or Participants as a result of the termination. Furthermore, the Organisation will be responsible for meeting any claims (including legal costs) subsequently made against the Company as a result of the actions of its Participants together with all costs the Company incurs in pursuing any claim against the Organisation.

The Company cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with the Tour or with us.

## I. THE COMPANY'S RESPONSIBILITY

1) The Company will not be responsible for any loss or damage incurred by the Organisation that (i) relates to any business activity; or (ii) which could not have been foreseen at the time the Organisation made its booking in light of the information the Organisation gave to The Company at that time.

2) The Company:

(i) shall not be liable to the Organisation, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

(ii) The Company's total liability to the Organisation for all other losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the cost of the affected booking as shown on the invoice sent by The Company to the Organisation (or the appropriate proportion of this if not all of the Tour is affected).

3) The Organisation shall indemnify on demand The Company in full against all losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses whether or not proceedings are brought) awarded against or incurred or paid by The Company as a result of or in connection with any breach of this Agreement by the Organisation; and/or any act by the Organisation outside of the scope of this Agreement or otherwise without the authority of The Company; and/or the actions of the Participants. This indemnity will continue to apply after this Agreement comes to an end for whatever reason.

## J. COMPLAINTS

Most problems are minor and can be sorted out immediately if The Company knows about them. (The Company also includes its employees, agents, sub-contractors and suppliers). If you have any complaint about your Tour, you should first bring it to the attention of the supplier (e.g. the Hotel Manager) and second your local agent, and every effort will be made to achieve a satisfactory solution. If this is not possible, you should contact our 24 hour emergency number given to you with your final details. Any complaint that cannot be resolved immediately must be made in writing and received at our Head Office in Epsom within 14 days of your return. Your complaint will be acknowledged within 7 days and you will receive a full reply within 28 days.

## K. INSURANCE, PASSPORTS, VISAS AND HEALTH PRECAUTIONS

It is the responsibility of each Participant to make themselves aware of and comply with any regulations/ requirements applicable to insurance, passport, visa and health requirements applicable to the Tour. The Company will not be held responsible for any curtailment of the Tour or any other loss incurred due to any failure by the Organisation or Participants to comply with any applicable passport, visa or health requirements.

## L. TICKETS

The tickets in any Tour are sold subject to all terms and conditions and limitations of liability imposed by the issuer of the tickets and the organisers and operators of the event sold. No refund will be made should the event be cancelled or postponed beyond a reasonable proportion of any refund received by the Company.

## M. FORCE MAJEURE

1) Neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from acts, events, omissions or happenings beyond its reasonable control including, without limitation, any Act of God, natural disaster, fire, insurrection, war or other hostilities, riots, civil commotion, embargoes, the requirements or regulations of any civil or military authority, explosion, accident, industrial dispute (other than that between the affected party and its employees), transportation or communication problems or any incident which is similar in nature or effect to any of the foregoing (a "Force Majeure Event").

2) Each of the parties hereto agree to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice shall contain details of the circumstances giving rise to the Force Majeure Event and shall take all reasonable steps to mitigate the effect of the Force Majeure Event.

Revised January 2018