



## **BOOKING CONDITIONS**

All holidays listed on our website and brochures are operated by Emperor Tours Limited, Emperor House, Colliers Green, Cranbrook, Kent, TN17 2LS. Between Emperor Tours Ltd. ("We" or "The Company") and every person whose name appears on the booking form (the "Client"), the confirmation of booking is subject to the following conditions:

### **1. Your Financial Protection**

All holidays on our website and brochure are ATOL Protected, since we hold an Air Travel Organiser's License granted by the Civil Aviation Authority. Our ATOL number is 6699. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

### **2. Booking, Deposits and Final Payments**

To make a booking, you must send in (by post or fax) a completed and signed Emperor Tours booking form together with a deposit of £150 per person. If we are unable to confirm your booking, we will immediately refund your deposit. The confirmation/invoice will confirm the details of your holiday booking and show the outstanding balance, which must be paid no later than 10 weeks before your departure. Bookings made within 10 weeks of departure require full payment. Cheques should be made payable to "Emperor Tours Ltd". Anyone wishing to pay by credit card should be aware that we have to pass on the charge levied to us by the credit card company for processing such a payment.

### **3. Passports, Visas and Vaccinations**

It is the responsibility of the Client to be in possession of a valid passport, which must be valid for at least 6 months after return date. A Chinese visa is also required for the duration of the tour, and inoculations and preventative medicines as may be required. Information about these matters or related items is given in good faith but without responsibility on the part of the Company.

### **4. Travel Insurance**

It is the responsibility of the Client to arrange adequate travel insurance before coming on a tour. Full details of travel insurance must be supplied to Emperor Tours with or before final payment.

### **5. Group Size**

For escorted tours, group size over 10 travellers will be accompanied by a tour leader throughout the trip. For group size less than 10 travellers, English speaking local guides will accompany the group in each city and there may not be a tour leader throughout the trip.

### **6. Itinerary Changes**

Local conditions may necessitate changes in sightseeing, routings and hotels. While every effort will be made to provide the services as offered, we reserve the right to vary your itinerary. In the event that we are forced to change your arrangements, substitute arrangements of a similar standard will be provided. The Company will not be liable where interruptions to itineraries are caused by 'force majeure'; e.g. unusual, unforeseen and unavoidable circumstances which are beyond our control, even though all due care has been exercised. Examples of such circumstances include war, riot, industrial dispute, political unrest, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, disease or other unforeseen circumstances.

### **7. If you change your booking**

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, we will endeavour to make these changes but it may not always be possible. Any request for changes must be made in writing from the person who made the original booking. You will be asked to pay an administrative charge of £20 (per person) plus any further costs incurred in making this alteration e.g. cancellation charge applicable to the original arrangements and additional costs of the new arrangements.

You should be aware that these costs are likely to increase closer to the departure date that changes are made and you should therefore contact us as soon as possible.

**NB:** Certain travel arrangements cannot be changed after a reservation is made and any alteration will incur a 100% cancellation charge.

If you or another member of your party is prevented from travelling we will endeavour to transfer the booking to another person at your request, provided that reasonable notice is given and the transferee meets all the requirements of the travel arrangements. The request to transfer a booking must be made in writing from the person who made the original booking, together with the transferee's full details and any amendment charges incurred in making the transfer which are levied by our suppliers.

## **8. Cancellation by You**

You, or any member of your party, may cancel your travel arrangements at any time. Notice of cancellation must be made in writing by the person who signed the booking form. In the event you cancel your booking, you will be charged the international flight cost plus the following percentage of your remaining balance:

More than 60 days before start date - international flight cost plus deposit

59 - 35 days before start date - international flight cost plus 30% of remaining balance

34 - 28 days before start date - international flight cost plus 50% of remaining balance

27 - 15 days before start date - international flight cost plus 80% of remaining balance

less than 15 days - 100% of the total cost

## **9. Cancellation and alterations by Us**

All tours are planned many months in advance and we reserve our right to make any changes to the tour at any time. Minor changes such as airline/aircraft type, alteration of your outward/return flights by less than 12 hours, change of accommodation (including hotel and cruise) to another of the same standard, change of your sequence/daily itineraries are considered normal and minor to these tours. The Company will only cancel your tour if: a) it is forced to do so by unusual or unforeseeable circumstances, b) it is forced to do so as a result of flight cancellations or c) the minimum number of bookings required to operate the tour has not been reached. Where the minimum number has not been met, The Company will advise Clients at the earliest opportunity and will offer the choice of: a) accepting the changes, b) taking another available tour with The Company and paying or receiving a refund for any price difference or c) cancelling your holiday with a full refund of any monies paid to The Company.

## **10. Company responsibilities**

The Company accepts no responsibility for any damages or loss arising from a failure to carry out the contract as a result of: a) actions by the Client or b) unusual and unforeseeable circumstances beyond the control of the Company or c) any event which the Company, even with all due care, could not foresee or forestall. Where the Company is found to be liable for any damages, howsoever arising, these damages shall be limited to the price paid for the tour. The Company also does not accept responsibility for any injuries, loss or damage for any activities that do not form part of the arrangements provided by us.

## **11. Complaints**

If you have a complaint about your tour you should bring it to the attention of the tour leader, local guide or the supplier of the service (e.g. the hotelier) immediately who will endeavour to put things right. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this contract. If your complaint is not resolved locally you should write to us within 14 days of your return, giving your booking reference number and all relevant information. We promise to deal with any complaint fairly and promptly within the terms of these conditions.

## **12. Conditions of carriage**

The contractual terms of the airlines and companies that provide the transportation for your travel arrangements will apply to this contract. These may contain terms which affect your rights to compensation. Copies of these are available on request. In the event of any flight being delayed, be it domestic or international; outward, onward or homeward, the relevant airline will make arrangements, dependent on the time of day and the duration of the delay. In addition, your attention is drawn to the Travel Insurance detailing the levels of compensation available in such cases. In the event that your luggage is lost or damaged you should claim against your holiday insurance policy. Our liability for lost and damaged luggage is restricted in accordance with relevant international conventions.

The contract, including all matters arising from it, is subject to English law and the exclusive jurisdiction of the English Courts. Emperor Tours Limited is incorporated in England & Wales. Registered Office: Emperor House, Colliers Green, Cranbrook, Kent, TN172LS, United Kingdom. Company Registration number: 5280591. ATOL No. 6699.