



# Terms and Conditions

## Definitions

- Unique Devon Tours and Unique Cornwall Tours (hereinafter also referred to as “UDT & UCT” or “we”)
- Customer (hereinafter also referred to as “you”)

## Bookings

- UDT & UCT only accepts bookings from persons over 18 years of age.
- We will confirm all bookings via email and you will receive a payment request within 72 hours
- The Contract between the UDT & UCT and the customer will come to effect and be binding on both parties from the date that we receive the deposit/or first payment from the customer.
- If you have a disability, suffer from any allergy or have any relevant medical condition, you must inform UDT & UCT at the time of booking.
- UDT & UCT reserves the right at all times, and without statement of reasons, to refuse a booking.

## Prices

- UDT & UCT reserves the right to periodically modify any prices stated on the [www.uniquedevontours.com](http://www.uniquedevontours.com) and [www.uniquecornwalltours.com](http://www.uniquecornwalltours.com) websites
- All prices applicable will be confirmed at the time of booking.

## Amendments to booking

- Once the initial booking has been confirmed, any subsequent amendment requests must be submitted by the customer in writing.
- UDT & UCT will endeavour to accommodate any such amendment requests, although we are not obliged to satisfy these requirements.
- Approved amendments will be confirmed by UDT & UCT along with any price revisions (if applicable).

## Payments

- Deposit payment - 30% Within 7 days of confirmed booking
- Final balance payment - 70% No less than 28 days before tour date.
- All transfers of funds to UDT and UCT are to be made net of any other charges
- Payment methods include all major credit/debit cards plus electronic bank transfer.
- For credit/debit card transactions UDT and UCT will send an email containing a secure link to Worldpay where the transaction can be processed.



## Late Payments

- If payments are not received by the required date we will remind and communicate with the customer in an attempt to resolve any issues.
- UDT & UCT reserve the right to cancel the contract if payments are not made by the required dates. Cancellation policies set out in this document will then apply.

## Cancellation by customer

- All cancellation notifications must be sent by email to [info@uniquedevontours.co.uk](mailto:info@uniquedevontours.co.uk)
- For all cancellations the following fees shall apply against the full booking price.
- Cancellation more than 28 days prior to the tour date
  - 30% of total booking costs
- Cancellation less than 28 days prior to the tour date
  - 100% of total booking costs

## Cancellation by UDT and UCT

- In cases of unforeseen circumstances, force majeure or matters that could not be prevented, UDT & UCT reserve the right to cancel the planned tour at any time. In this situation we will reimburse any monies in full to the customer.
- In the event of any cancellation, UDT & UCT will not accept liability for any consequential expenses that the customer may incur as a result, or for any other loss or damage howsoever caused arising out of the cancellation. The customer should have suitable insurance cover in place for such occurrence.

## Tour days

- The customer agrees to arrive in good time for your tour at the agreed location. No refunds will be given for any failure to show up for a tour.
- The customer should bring suitable clothing and footwear for the tour and provisions for changes in weather.
- The nature of the tours offered by the UDT & UCT requires a degree of flexibility and we reserve the right to amend the itinerary if required due to unforeseen circumstances.
- UDT & UCT will under no circumstances accept unruly or aggressive behaviour from customers. At our discretion we reserve the right to cancel the tour and no refunds will be given.
- All "paid extra" third party activities and attractions we attend are governed by their own internal policies, regulations and liabilities, and thus UDT & UCT accept no liability.
- The customer acknowledges that there is an element of personal risk in participating in one of our tours and accepts the liability of UDT & UCT, set out herein, as being reasonable.

## Accident, loss or Inconvenience

- UDT and UCT accept no liability for the following
  - Loss or damage to any personal property during the tour
  - Inconvenience and any consequential expenses howsoever caused as a result of any delays
  - Injuries, stress caused by accident or negligence of the customer.



### **Complaints**

- At the earliest opportunity, any complaints should be made via email to [info@uniquedevontours.co.uk](mailto:info@uniquedevontours.co.uk)
- UDT & UCT will respond to any complaint via email within 7 days
- We will always endeavour to resolve any complaint as it arises, and deal with all issues in a fair and reasonable manner.

### **Governing Law**

- The Contract shall be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts to settle any disputes, which may arise out of or in connection with the Contract.