



## SISLEY GARDEN TOURS - BOOKING TERMS & CONDITIONS FOR RESIDENTS OF CANADA

**Tour Price Includes:** Accommodations at 4 and 5 star hotels with en-suite facilities; buffet breakfast daily; dinner and/ or lunch each day; admissions to gardens & RHS Shows in the itinerary; deluxe coach travel with professional driver; guest speakers and guides as described in an information pack provided at the start of the tour; services of a Sisley tour director. Arrival transfers are included in Sisley Garden tours price only if meeting the Tour at Heathrow airport early on day 1. Arrival transfers are not included if tour is stated to start at a different location.

**Tour Price Excludes:** Airfares; transfers (unless otherwise stated); passport fees (no visa required from Canadian citizens staying this length of time); lunches & dinners (unless otherwise stated in the tour itinerary); beverages; laundry; gratuities; telephone calls; souvenirs and items of a personal nature.

**Payment:** Payment is due in two parts: The deposit secures your place on the tour at the time of booking. Final payment is required at least 10 weeks before the tour commencement date.

### **Cancellation Policy:**

**Cancellation by client:** More than 10 weeks prior to departure - loss of deposit; between 10 weeks and 5 weeks - loss of 50%; 5 weeks and less before departure - 100% cancellation penalty. All cancellations should be made in writing and sent to DHTour and Sisley Garden Tours. A phone call is also a good idea. For this reason, purchase of a trip protection policy is essential.

**Cancellation by the company:** DHTour and Sisley Garden Tours reserve the right to cancel your tour. In this event they will give a refund of all moneys paid up until 29 days before departure. In no case except for reasons of war, natural disasters, fire, civil disturbances, riots, terrorist action, closure of port or airport, industrial disputes, force majeure or similar events beyond our control will cancellation take place within 28 days of the departure date. In the event of a cancellation within 28 days under these conditions, Sisley Garden Tours retains the right to make a partial refund at their own discretion. A minimum of 10 passengers are required to run a tour. If the minimum number of bookings has not been received, DHTour and Sisley Garden Tours reserves the right not to run the tour and refund all moneys paid.

### **Insurance:**

We require that we receive proof of adequate Travel Insurance before accepting your booking. Travel Insurance cover is available from DHTour if required.

### **Surcharges:**

The company guarantees that your holiday will not be subject to any surcharge except for those resulting from fuel surcharges, government action, and unfavourable changes in currency rates. Even in the latter case, we undertake to absorb a certain amount of the holiday price, which excludes insurance premiums and any amendment charges. Only amounts in an excess of 5% will be surcharged, and there will be no administration fee when this surcharge is payable. If this means paying more than 7% of the holiday price, you are entitled to cancel your holiday with a full refund of all money except for insurance premiums and amendment charges. Non-refundable airline tickets will remain non-refundable per airline rules. Should you decide to exercise your right to cancel, you must do so in writing within 14 days of receiving surcharge invoice. No refunds will be made for services not used and/or favourable changes in currency or costs.

**Liability:**

We have taken all reasonable steps to ensure that proper arrangements have been made for the tours advertised in the brochure, and that the suppliers of the services are efficient and reputable. Every booking is subject to the conditions imposed by shipping, airline, rail, coach, hotel, restaurant, visitor attraction, insurance and luggage. We cannot be held liable for any loss or expenses suffered by you as a result of your late arrival at the start of your holiday, or at any time during your holiday, for other than reasons within our control. Any wilful damage to property is your sole responsibility and the company will not be responsible for any costs incurred due to such action or measures taken up by the various authorities or principals. Damage will be charged to you and must be paid for at that time. We cannot accept claims when an inferior vehicle is used as relief or replacement in an emergency. Sisley Garden Tours reserves the right to withdraw tour membership from any person at any time if their behaviour is likely to affect the smooth operation of the tour or adversely affect the enjoyment or safety of other passengers and neither Sisley Garden Tours nor DHTour shall be under any liability to such person whatsoever. This is without any liability whatsoever on the company's behalf for homeward travel arrangements or refund of holiday costs. The decision of the Tour Director will be final. Sisley Garden Tours and DHTour will not be held responsible for closure of gardens named in the tour itinerary. Under such circumstances every endeavour will be made to find an alternative. Sisley Garden Tours and DHTour reserve the right to substitute hotels. In the event that a passport is lost or one of the group members is taken ill or has an accident, Sisley Garden Tours and DHTour will assist to the best of their ability but must reserve the right to carry on with the tour. It may be necessary to leave the tour member to rejoin later at his/her own expense.

**Complaints:**

If you have a complaint during your holiday, please notify your tour director immediately so that he/she can try to resolve the problem. If the matter is not resolved to your satisfaction, you should inform the company in writing within 28 days of the end of the holiday. The company will not accept claims outside this period.

**Brochure Accuracy:**

The running order of the tours may change but subject to changes outside of our control, all elements of the itineraries will be included in the final programme. All the facts in the brochure about gardens, facilities, accommodations and other services are checked so that they are as accurate as possible. The brochure is compiled in advance and changes do happen that are not within our control. Such changes are regrettable and where a major change takes place, we will inform you whenever possible.

*These conditions shall be interpreted, construed and enforced in all respects in accordance with English law and you and we each irrevocably agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or in connection with these conditions.*