

1. BOOKING CONTRACT

Your contract is with Izzy Tours Ltd (Company Registration No. 11047160), ABTA member Y2155 and ATOL holder 12688. Our registered office is 45 Trafalgar Road, Moseley, Birmingham, B13 8BJ. As an ABTA member, we are required to maintain a high standard of service under ABTA's Code of Conduct. We can also offer ABTA's scheme for the resolution of disputes arising out of this contract.

Your financial protection: When you buy an ATOL protected flight or flight inclusive holiday from us (Izzy Tours Ltd) you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme. If Izzy Tours Ltd stops trading, the CAA will ensure that you are not stranded abroad and will try to arrange another ATOL holder to run your holiday package for you. If this is not possible, they will pay for your return or refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

This contract will only exist when we have received the required deposit, received your completed booking form and invoiced you for the first payment.

The person who makes the booking and signs the booking form (who must be at least 18 years old), accepts responsibility for the party and making all payments due to us.

In signing, they agree to accept the following conditions and to be our sole point of contact for correspondence. This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

2. INITIAL DEPOSITS

Before a booking can be considered firm, the Party Leader must confirm, through returning the booking form, an intention to proceed and forward the initial deposit of £250 or 10% of the total cost (whichever is the greater) for each paying member of the party. This deposit is not refundable, unless under the terms of an insurance cover. Please try to use BACS transfers: any cheques please make payable to Izzy Tours Ltd.

It is advised that insurance cover be taken out at the time of booking.

3. PAYMENT PROCEDURES

The remainder of fees are to be paid according to the payment schedule included on your booking form and confirmation invoice.

If payments are more than two weeks overdue, this will be considered a breach of the contract between us, entitling us to regard the booking as being cancelled by you. However, the contract between us will remain in force until you receive our written advice and cancellation invoice.

4. PRICE INFORMATION

We can change your holiday price after you've booked, only in certain circumstances: Changes in:

- the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources
- the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports
- or
- exchange rates

mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure. If your trip cost has increased due to the above, we will contact you and ask you to make payment to us. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice. Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased

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in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

5. CHANGES MADE BY US

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Changes may also have to be made in your itinerary due to outside agencies such as hotels or activity companies. Most changes will be minor, and all will be advised or discussed as soon as possible. We reserve the right to make these changes at any time.

In the unlikely event of it proving necessary to alter significantly or cancel your tour, we will offer a suitable alternative if available or 100% refund (within 28 clear days) of all monies paid if we are not able, in our opinion, to offer an alternative that is sufficiently comparable. This is up to 8 weeks before the tour starts.

However, if we have to make a major change to your tour within eight weeks of commencement, compensation will be paid as below, per full fare paying passenger, unless the change is due to circumstances beyond our reasonable control (Force Majeure) including but not limited to war, riot, civil commotion, act of God, industrial dispute, governmental action, epidemic, disease, adverse weather or natural disaster:

If a major change is made	Compensation available
29-56 days (4 weeks and 1 day to 8 weeks) before departure	10% of tour price per person
15-28 days (2 weeks and 1 day to 4 weeks) before departure	15% of tour price per person
14 days or less (up to 2 weeks) before departure	25% of tour price per person

We may be required by 'force majeure' (see above for some examples) to change or terminate your tour after departure but before the scheduled end of your time away. If this situation does occur, we will offer you an appropriate price reduction as per regulation 16 of the PTR.

6. CHANGES MADE BY YOU

Changes in your itinerary or in the number of your party may be possible at any time right up until the day prior to travel, although the ability to increase numbers is largely dependent upon availability of seats on your flights and accommodation in Iceland, both of which can be in short supply at peak times. It is important to discuss this with us before any changes can be made by telephoning 0121 227 0394 or emailing us. If any addition is made within eight weeks prior to departure, we reserve the right to charge an administration fee of £50 per amendment.



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If you change a name on a flight ticket that has already been issued, then we will charge you the fee imposed by the airline for a change in name if they decide to do so.

7. CANCELLATION BY YOU

In the event of cancellation by a paying party member more than eight weeks before departure, the deposit and any interim payments may be transferred to a substitute member. However, if this is not possible, then the initial deposits plus any non-refundable costs such as airfares will be retained by us as outlined below.

For cancellations made less than eight weeks prior to departure, the payments made may be transferred to a substitute member, but we reserve the right to charge an administration fee of £50, as stated on the Booking Form, plus any direct costs incurred. However, if a transfer is not possible, then the cancellation will be subject to the following charges:

If cancellation is made:	The cancellation will be charged at:
More than 56 days (8 weeks and 1 day) before departure	Deposit plus non-refundable costs (e.g. air fares)
29-56 days (4 weeks and 1 day to 8 weeks) before departure	50% of the total cost
15-28 days (2 weeks and 1 day to 4 weeks) before departure	75% of the total cost
8-14 days (1 week and 1 day to 2 weeks) before departure	90% of the total cost
0-7 days (up to 1 week) before departure	100% of the total cost

The date of effective cancellation is calculated on the day of receipt of written or emailed advice received by Izzy Tours Ltd.

Please note that cancellation charges may be reclaimed from your insurance, provided that the cancellation occurs within the terms of the policy - e.g. due to injury or illness of pupil or parent, or parental redundancy, etc.

8. TRAVEL TICKETS

These are valid in conjunction with the route specified and the tour booked. Most airlines now only issue e-tickets. Tours involving air travel are operated under ATOL licence 12688.



No refund can be made for lost or mislaid tickets. However, if there is time, most airlines will issue another e-ticket free-of-charge.

9. VISAS AND DOCUMENTS

Your specific passport and visa requirements, and other immigration requirements are your responsibility, and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

10. LIABILITY

Responsibility is only accepted for any personal illness, injury or death which results from the negligent (as the word is understood in English law) acts and/or omissions of any servant or agent, or any supplier working on our behalf in the provision of facilities or services to you whilst acting within the scope of their employment. We will also accept responsibility for those parts of the tour arrangements which are under our direct control and for the acts and/or omissions of our employees, agents, sub-contractors and suppliers. We can only be liable for the provision of special requests where we have confirmed their availability in writing beforehand.

No liability is accepted for any air carrier whose individual conditions of carriage apply and are often subject to international agreements.

We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or changes in any travel arrangements or other services which are caused by circumstances amounting to force majeure including but not restricted to war, the threat of war, riot, civil strife, industrial dispute, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions.

11. COMPLAINTS PROCEDURE

If you have any problem with your tour, it is essential that you contact us (Mark Isgrove – 07740 366 124 / mark@izzytours.co.uk) as soon as possible so that we can try to rectify the situation on the spot. If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

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In the unlikely event that the matter remains unresolved, please write to us immediately on your return and we will do our utmost to find a satisfactory solution. Notice in writing of any dispute or claim must be received by us within 28 days of the final date of the tour.

12. SAFETY AND SUPERVISION - SCHOOLS

Teachers and/or other adults accompanying a school party agree to always act 'in loco parentis' and will adequately supervise all members of the party.

It is the Party Leader's responsibility either directly or through delegation, to ensure that:

- No student smokes on coaches organised by Izzy Tours Ltd, in a hotel bedroom or behaves in any other way which may cause a fire hazard.
- No group member under 18 consumes alcoholic beverages without prior written consent of the parent/guardian. It should be noted that in Iceland the legal age for drinking is 21. Other countries vary.
- Whilst travelling by coach, all party members wear the lap belts provided for the duration of their tour.
- All party members abide by both UK and Icelandic laws as far as they are known.
- All party members listen to and abide by health and safety recommendations made in our risk assessments and/or made by our Icelandic guides in any given location due to the possible hazardous nature of weather, terrain and/or activity. This instruction applies to other countries where our guides are used.

It is understood that these safety aspects will have been discussed with the party prior to the commencement of the tour.

13. PERSONAL PROPERTY

Your personal property, including baggage, is always your own responsibility. Any loss should be covered by the insurance policy taken out by yourself, your school, college or group.

14. YOUR TRAVEL ARRANGEMENTS

Length of Tour

Izzy Tours Ltd considers Day 1 as the date of departure from the UK port/airport, and the final or last day as the date of arrival back at the UK port/airport. Tour length cannot normally be extended beyond the length specified due to the restrictions of flight travel



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Coach Travel

We only use reliable operators in Iceland offering modern, comfortable coaches with excellent back-up and breakdown cover in compliance with strict UK Coaching Regulations and the R66 roll-over regulation.

Use of coach: Your coach is available for the duration of the trip to carry out your own choice of local visits and excursions, subject to EU drivers' hours regulations.

Drivers' hours and safety: All itineraries are agreed with coach companies prior to departure, and they adhere to strict Icelandic driving regulations.

Seat Belts in Coaches: Following government legislation, all British coaches transporting young people under 16 years of age are required to be fitted with lap belts. All coaches contracted by Izzy Tours Ltd conform to this requirement. The Party Leader and other accompanying adults are responsible for ensuring that the lap belts are always worn by the party during coach travel. *UK Airport Transfers:* We can recommend options for coach transfers to/from the UK airport, and we will be glad to ask them to give you a quotation on request.

Air Travel

Baggage Allowance: Normally 23 kilos per passenger (approximately 44 lbs). Cabin restrictions in terms of number of items, size of bag and weight vary slightly with each airline. Details of the latest advice will be given to the tour group before leaving.

Timings and Itineraries

All itineraries and journey times specified are given as guidance only and may be subject to change upon final confirmation. Airline schedules may not be agreed until after the sending of the booking form, although your flight details will be on there if possible. We will advise you of your confirmed flight timings later if they were not known at the time of booking or if they change.

In certain cases, and for reasons of poor weather on certain days, it may be necessary to reverse or modify the itinerary. In some cases, Izzy Tours Ltd can make arrangements to pre-pay certain visits to places of interest. However, in most instances any entrance fees to places of interest are payable by Izzy Tours Ltd on arrival at that visit. Where payment has been made in advance by Izzy Tours Ltd on your behalf for a visit, guided visit or excursion, we cannot refund any monies to the group for non-attendance or cancellation of the visit. The prices we provide for visit and excursions are correct at the time of booking and we cannot accept responsibility for price changes without notification prior to departure.

All excursions and visits to places of interest or activities are subject to availability and weather. Where a visit is not possible, every effort will be made to find an alternative. Visits are made on the terms and conditions advertised by the place of interest for which Izzy Tours Ltd can accept no liability, unless payment is made by us.



15. ACCOMMODATION AND FOOD

All the hotels and centres used are well known to Izzy Tours Ltd and have been inspected by a senior representative of Izzy Tours Ltd or an agent acting on our behalf. In our opinion, they are more than suitable for the needs of the group, and their facilities have been accurately and honestly described on our website or in our Risk Assessments. All the hotels and centres we use comply with local legislation with respect to fire and general safety and are regulated each year by their authorities.

Rooms for students/pupils

Pupils are normally accommodated in ensuite rooms of 2-5 persons.

Rooms for staff

Wherever possible, we will always accommodate adult leaders in twin-bedded rooms with ensuite facilities. Single rooms are always limited and cannot always be provided free of charge. In some hotels, it may be possible to reserve a twin-bedded room for sole occupancy in which case a supplementary charge may be payable by the adult member before departure.

Rooms for individuals

Wherever possible, we will always accommodate adults of the same gender in twin-bedded rooms with ensuite facilities. In some hotels, it may be possible to reserve a twin-bedded room for sole occupancy in which case a supplementary charge may be payable by the adult member before departure.

Meals

All of our tour prices are based on full board accommodation: Continental breakfast, packed lunch and evening meal (generally two courses). Our prices include soft drinks with all meals i.e. a carton of drink will be provided with the packed lunch. Although packed lunches are paid for, party members may be required to make their own sandwiches from the food put out for them. In this instance it is recommended that a lunch box and flask for hot drinks be carried together with a water bottle.

Our hoteliers are pleased to deal with special dietary requirements providing you provide us with details of specific needs in writing at least 2 weeks prior to the commencement of your tour.

Further notes

Towels and soap are provided in most of the hotels used. However, it is important to bring a towel in order to take advantage of the options to go swimming or use the hot tubs.

We do reserve the right to pass on any reasonable costs incurred by us in reimbursing the proprietor for any damage caused by any member of the party.

The cost of using facilities e.g. swimming pool, hot tub etc at your accommodation is generally included. If a swimming pool is within walking distance of your accommodation, then the cost will be met by the party members using that facility. Please note that use of a hot tub or swimming pool by students/pupils must be supervised by accompanying adults.



16. HEALTH MATTERS

If this is a group booking, the Party Leader signing the Booking form is totally responsible for passing on any health requirement information to other party members. Individuals booking are responsible for their own health matters.

Party leaders may wish to refer to the NHS travel site <https://www.fitfortravel.nhs.uk/home> which offers health information for all destinations.

When visiting a European Economic Area (EEA) country you should take your European Health Insurance Card (EHIC) or its replacement Global Health Insurance Card (GHIC) which will cover you for medically necessary healthcare. This is not a replacement for travel insurance.

