



Sharonarts cultural tours 

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Terms and conditions

Please read these carefully. Your contract is with Sharon Kivity, trading as SHARONARTS.

To make a booking

Contact us first by email to make a provisional booking (sharonarts@btinternet.com). We will hold this for **one week** from receipt of provisional booking. To confirm the booking, please complete, sign and send the booking form (http://www.sharonarts.eu/pdfs/booking_form.pdf) and deposit (**£200 per person**) within this period. **If you are booking within 10 weeks of the tour, full payment is required.**

Please ensure that before sending your form and deposit, you have read these Booking Conditions carefully.

Once we have received your booking form and deposit, we will send you booking confirmation. After this your deposit is non-refundable except in the special circumstances mention in the Booking Conditions.

No contract exists until we receive your signed booking form and initial payment. The contract will consist of these terms and conditions, the completed booking form, a confirmation invoice and a printed summary of the relevant tour.

If you make a booking on behalf of others as well as yourself, we assume each of them has authorised you to do so and that you and they have agreed to be jointly and severally liable to us.

The balance payment (if you have not paid in full at the outset) is due **TEN WEEKS BEFORE YOUR TOUR** at the latest; we will send you a reminder 12 weeks in advance. If the balance is not paid in time, we reserve the right to cancel your booking, retain your deposit and to levy cancellation charges as set out below.

PAYMENT BY STERLING CHEQUE MADE OUT TO SHARON KIVITY, OR BY ELECTRONIC BANK TRANSFER IN STERLING INCURS NO CHARGE. FOR YOUR SECURITY AND CONVENIENCE, YOU CAN ALSO PAY ONLINE THROUGH PAYPAL, EVEN IF YOU DO NOT CURRENTLY HAVE AN ACCOUNT WITH THEM. SEE <http://www.paypal.co.uk/uk> FOR FURTHER DETAILS. If you choose Paypal, this will incur a small surcharge payable to SHARONARTS of £10 per transaction. At the time of making your provisional booking, please discuss with us which payment method you would prefer.

What's included in the tour price

- return transfer by private coach or taxi from airport to hotel*
- 4* hotel accommodation (unless otherwise stated) in twin, double or single rooms with en suite bathroom/shower and toilet
- hotel service charges and local taxes
- breakfasts during tour
- top category tickets for performances as specified in the itinerary
- guided sightseeing including entrance fees as indicated
- transportation for excursions as indicated
- lunches and dinner with wine as indicated

- gratuities to guides and restaurants for the included excursions and meals
- tour accompanied by Sharon Kivity, founder of SHARONARTS and an experienced tour organiser
- background information on your key destination including map, summary history, places to visit, restaurant recommendations
- summary information/programme notes on chosen performances
- pre- and post-tour liaison
- **PLEASE NOTE FLIGHTS ARE NOT INCLUDED** (PLEASE REFER TO [BOOKING PAGE](#))

Insurance

It is a condition of booking that all travellers be covered by comprehensive travel insurance, including cover for medical treatment, repatriation, loss of property and cancellation charges. It is also a condition that travellers do not travel against medical advice. Please organise insurance as soon as you book, so that you are covered in case of ill health (yourself, a close relative or your travelling companion). **You MUST provide us with details of your policy one month or more prior to departure.**

Passports, visas and health

You and your party are responsible for ensuring that you have a valid passport (IT IS ADVISABLE TO HAVE A PASSPORT WHICH IS VALID FOR SIX MONTHS *AFTER* TRAVEL), as well as travel insurance (see above), visas (where required) and health certificates. EU citizens should have a valid European Health Insurance Card (EHIC), available from local post offices or in downloadable version at <http://www.dh.gov.uk/travellers> . SHARONARTS accepts no responsibility for any delay or expense incurred through any irregularity in your documents.

Our tours involve a moderate amount of walking, mostly in towns and villages. Please call us if you are worried about your fitness for a trip. Under no circumstances should you travel if your doctor advises, or would advise, against it.

If you are ill whilst on our tour, you must report your illness to our representative, consult a local doctor and also consult your GP on return to your home country.

If you alter or cancel

If, once we have issued your confirmation, you wish to amend your holiday arrangements, we will do our utmost to accommodate you. Any change is subject to availability and also to payment of an administration fee of £35 per person in addition to any increase in the cost of the revised arrangements.

If any member of your party on whose behalf you have booked has to cancel his or her booking, the person who signed the booking form must alert us in writing or by email. The cancellation will be effective from the date we receive notification. To cover administration costs, we will retain your deposit and the cost of any performance tickets and we reserve the right to apply cancellation charges as follows:

More than 70 days prior to departure:	deposit and performance tickets
70 – 42 days:	40% of tour cost
41-31 days:	75% of tour cost
30 or fewer days prior to departure:	100% of tour cost
On tour:	no refund except at our discretion

Please note that if the reasons for cancellation are covered by your insurance, you should be able to claim under your policy.

If we alter or cancel your tour

We make arrangements several months in advance and circumstances can change. Accordingly, we reserve the right to make any necessary alterations. Most of these are minor and wherever possible, we will advise you before departure but we are not obliged to do so, or to pay you compensation.

For a major change (such as a change in the standard of accommodation), we will notify you as soon as is reasonably possible if there is time before departure. We would do our utmost to find a satisfactory alternative but if the change represented a significant loss to the tour we would offer compensation. If you decide to cancel because the alternative we offer is not acceptable, we would give a full refund less any administration charges incurred for amendments made at your request.

Sometimes we have to cancel a tour at any time up to ten weeks before the departure date, if there are insufficient bookings to make it economically viable. In this case, we would refund everything you had paid to us.

However, compensation will *not* be payable where the change or cancellation has resulted from unusual and unforeseeable circumstances beyond our control such as, but not limited to, *force majeure*. We and our suppliers are not liable to pay you compensation if we are forced to make any major change or to cancel your tour due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, levels of water in rivers and other similar circumstances.

Changes to published programme

We reserve the right to change any of the prices, services or other particulars contained in our tour programme at any time before we enter into a contract with you. If there is any change, we will notify you before you enter into such contract. All information is given in good faith and believed correct at the time of printing. Whilst every effort is made to ensure accuracy, occasional errors do occur and you must therefore check your holiday details carefully.

Changes to performances

Concert programmes and artists and opera casts are sometimes changed without notice. We do all we can to let you know of any alterations but this information is given to us by opera houses, festivals and other sources and so we cannot guarantee its accuracy or that there will not be further changes and the non-appearance of a particular performer, cancellation or other changes beyond our control. In the unfortunate event of such a case, we seek to find an appropriate alternative and if refunds are received from the event organiser, we pass these on to you.

Special requests

Please detail any such requests on the booking form and we will do our best to accommodate you. However, we cannot guarantee that your request will be met and we have no liability to you if this is the case.

Price of the tour

The price of your tour can vary due to changes in transportation costs such as VAT or other government levies and adverse exchange rates, and we accordingly reserve the right to vary the price of your holiday. For any small variation, we will absorb or retain an amount up to the first 2% (excluding amendment charges). For larger variations, we will still absorb the first 2% but will not retain it from refunds. Where a surcharge or refund is payable, there will be an administration fee of £30 per person. If we have to impose a surcharge which entails you paying more than 10% of the holiday price, you may cancel and receive a full refund of all monies paid to us except for amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date of our surcharge invoice.

Flights

You are responsible for booking your own flights and for all arrangements pertaining to getting to the departure/outbound airport. SHARONARTS is responsible for transportation to and from the overseas airport, with arrangements as specified in your itinerary.

Travel delay

We are unable to take responsibility for expenses incurred as a result of travel delay (although these might be covered by your insurance). For any scheduled flights you book directly with an airline, their individual airline policy will apply.

Suppliers' conditions

Transport and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider is concerned. Some of these conditions may limit or exclude liability and they are often also subject to international conventions.

Data protection

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us in respect of your holiday arrangements, unless you agree otherwise. This means that we will only forward details you provide us with such as name, address and special needs to relevant suppliers such as hotels. This also applies to sensitive information such as special dietary, religious or disability-related requests.

In addition, from time to time we may send you details of some of SHARONARTS' other activities such as more tours or forthcoming concerts and festivals. On the [booking form](#), we give you the opportunity to say no if you do not wish us to do so.

Complaints and liability

Our priority is to give you an enjoyable holiday. We accept responsibility for ensuring that your tour is supplied as substantially described by us and to provide all arrangements with due diligence and care.

As principal, we accept responsibility for all ingredients of the tour, except those in which the principle of *force majeure* prevails.

If you have a problem during your tour, please let us know and we will do all we can to put things right immediately. However, if we are unable to help on the spot and you still have a complaint, please submit a report to us (keeping a copy for yourself) within 10 days of your return. Most issues can be settled amicably but if you decide to proceed further, any matters arising from your contract with us are governed by English law (see below).

If you issue court proceedings against us, you must do so within 2 years of your return from holiday or within 2 years of first discovering the matters giving rise to the claim, if this is later. If you do not, then our liability to you will be limited in all cases to a sum of £100.

We are not liable for any losses, additional expenses, injury, damage or loss of enjoyment due to war, threat of war, riots, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, levels of water in rivers and other similar circumstances or events beyond our control.

Your contract

These conditions form part of your contract with us and any matters arising from it are governed by English law. All proceedings shall be within the exclusive jurisdiction of the courts of England and Wales.