

History Alive Limited - Terms and Conditions

1 These Terms and Conditions, Bookings and Payments

- All bookings for tours shall be made subject to these terms and conditions whatever method the booking shall be made.
- Bookings for tours shall be made via the History Alive! online booking system or otherwise as we shall expressly agree.
- Online payments via the History Alive! website may only be made at the time of booking.
- Payments on-line may be made only in £ Sterling either by credit card or debit card.
- Payments will be made through a secure ePayments Cardholder Payment interface.
- Payment of invoices for custom tours, other charges etc. shall be made upon issue and in any event prior to the date of the tour.
- We will confirm bookings by email to you directly or via a third party (e.g. your hotel, agent or employer).

2 Cancellation by you and no-shows

- A refund for a cancelled booked tour will be made if written cancellation is received by History Alive! at least 14 days before the booked tour date.
- An administration fee of £10.00, together with any irrecoverable direct expenses already paid by History Alive!, will be deducted from each cancelled booking refund.
- Refunds will be made by cheque sent by post to the client's address.
- If you cancel within 14 days before a booked tour, we will endeavour to re-sell the booking and if successfully resold, we will make a refund less the administration fee after the date of the booked tour.
- A no-show or late arrival for a tour shall not constitute a reason for a refund.

3 Changes to Tours, these terms and cancellation by us

- Whilst every attempt is made to ensure that tours actually run, History Alive! reserves the right to change the order or content of all tours, to suit weather, traffic, breakdown or other conditions prevailing at the time. We also reserve the right to alter/amend itineraries and cancel tours due to circumstances beyond our control.
- Before a tour has started, where alteration is not possible, or through our guide's illness, we reserve the right to cancel the tour and to notify the client of cancellation as soon as practicable.
- If a tour which has started is cancelled, we may in our discretion make a partial refund.
- In the event of our cancellation, clients will be offered the choice of a full refund (no administration charge deducted) or another tour on a different date. Refunds will be made by cheque sent by post to the client's address.
- We may change these terms at any time without notice, including the tours, prices, fees and charges, provided that no change shall increase the price already paid for a booked tour.

4 On the Tour

Departures

- Departure times are set out on the History Alive! website. The full details of the departure point and time of departure will also be stated on your email confirmation.
- When we pick you up from your hotel or other location prior to the tour departure time, we will give you an advised pick up time. It is your responsibility to be ready to one hour before the tour departure time so that we are not waiting for you should we be running early with pick ups.

Late Arrivals

- We will not delay the departure of the coach if you arrive late at your departure point or you are not ready to depart at the advised pick up times. We will not be liable for any loss or expense suffered by clients because they arrive late or are not ready to depart.

Seating and seatbelts

- We do not allocate specific seats on our vehicles but will endeavour to seat clients with special needs in the most appropriate seats. All seats on our vehicles are equipped with seatbelts and these should be worn at all times that whilst the vehicle is in motion. In so far as permitted by law, we accept no responsibility for the consequences of passengers failing to wear their seatbelts

Smoking

- We operate a strict no smoking policy on all of our vehicles and this includes vaping with E-cigarettes.

Animals

- No animals may be carried on our vehicles except guide and hearing dogs.

5 Conduct of passengers

- We want all our clients to have a happy and enjoyable tour. This means that during a tour, you must follow the instructions of our guide / driver / representative at all times and behave in a way which does not disrupt the tour or those on it.
- You are responsible for your behaviour and that of your party and the effect it may have on others.
- If you or any member of your party fails to follow the instructions of our guide / driver / representative, or is abusive or disruptive or behaves in a way which, in our reasonable opinion, could cause damage or injury to others or affect their enjoyment of their tour, or which could

damage property, we have the right to terminate your contract with us and if this happens we will have no further obligations or liability to you.

- Our guide / driver/representative is entitled to refuse you boarding if in his reasonable opinion you are unacceptably under the influence of drink or drugs or you are being violent, abusive or disruptive.
- If you are refused boarding at the outset of the tour, we will regard it as a cancellation by you. If the behaviour in question is on the tour itself, including the failure to follow our guide / driver / representative's instructions, we have the right to terminate the contract, to require you, the person concerned and/or your party to leave the vehicle and we will have no further obligations or liability to you.

6 Special Needs

- Our tours have been carefully planned to include as much as interest as possible. Inevitably this means there is some walking and climbing and descending steps. Some of the sites which we visit may require a reasonable level of fitness and agility to access them. Our tour descriptions will include an assessment of level of fitness and agility required.
- Our vehicles have no special fittings or lifts and all clients will need to be able to climb up to 3 steps to board our vehicles. Please note that our driver / guide is not insured to physically assist passengers on and off vehicles and any assistance offered by the driver / guide and accepted by you is at your own risk.
- Please notify us when you book if you or any member of your party has any special needs, or suffers from any disability. We are keen to plan arrangements for your tour so that special needs and requests can be accommodated as far as possible. We have some space in our vehicle boots for wheelchairs and class 2 mobility scooters provided they can be easily dismantled / lifted into the boot.

7 Health, fitness and equipment issues

- Clients should be aware that our tours will involve walking in a number of different environments, including steep steps, undulating, rough and sometimes loose or slippery ground, in varying weather conditions. Each client should satisfy that he/she is sufficiently fit, and in possession of appropriate clothes and equipment.
- Please note that for Health and Safety reasons our staff are unable to offer any medical assistance including lifting, moving of clients other than in the interests of first aid.

8 Limitation and exclusion of liability

- History Alive! shall in no circumstances be liable for any loss, damage, additional expense, disappointment, frustratic injury, death or other harm suffered by any client, as a result of any breakdown, delay, change of route, accident or otherwise in the course of the tour caused other than by the negligence of History Alive!, its servants or agents who are under the direct control of History Alive!.
- We do not own or operate any site which we may visit on our tours or any other entity /establishment which is to or does provide goods or services on the tour. The owners or

operators of such sites and entities/establishments providing goods and/or services are independent parties / suppliers and as such all such persons and entities are independent parties /contractors. As a result, we are not liable for any negligent or willful act of any such person or entity or of any third person.

9 Promotional photography

- We reserve the right to take photographs during any tour and to use them for promotional purposes. By booking a tour with us, you agree to allow your images to be used in such photographs. If you prefer that your images are not used, you are asked to identify yourself to our driver / guide at the beginning of the tour.

10 Data Protection and privacy

- In order to process your booking and to ensure that the tour arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs etc.
- We take full responsibility for ensuring that proper measures are in place to protect your information. We will not, however, pass information on to any person not responsible for part of your tour arrangements. This applies to any sensitive information that you give to us such as details of any disabilities. In making a booking, you consent to this information being passed on to the relevant persons.
- We retain your full contact details and other information in secure files and electronic storage facilities. We may use this information to contact you by mail, telephone or electronic means. Your information will not be passed on to any third party.
- We do not store credit or debit card details as we use a secure ePayments Cardholder Payment interface.

11 Governing law

- These terms shall be governed and construed by Jersey law.

12 Definitions

- “We” and “History Alive!” shall mean History Alive Limited, and History Alive Limited trading as “Jersey Military Tours” and any other business name.
- “You”, the “client” and a “passenger” shall mean the person booking a tour with History Alive! in accordance with these terms and conditions, together with any member of such person’s party or group.
- The singular shall include the plural, the masculine shall include the feminine and vice versa.