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## Just Explore, Holidays & Tours.

### Terms & Conditions

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JE-050721-SC

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#### Making your booking

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##### **New Peace of Mind Holiday Deposit (April 2020)**

To help our clients through these times of uncertainty all new holiday bookings now come with a peace of mind deposit policy.

To book your holiday with us, all we need is just a 20% deposit (your final balance payment would be due 30 days prior to your arrival date).

You can choose to postpone or cancel your holiday for any reason, up to 30 days prior to your arrival date. If you should decide to cancel your trip with us before the 30-day period, your 20% deposit will be returned to you by way of a credit note which can be used any time up to 18 months of your original travel date.

This 'peace of mind' deposit policy is only applicable on bookings made up to **30 September 2021** and for holidays taken up to **31 Dec 2022**.

On receipt of your deposit, we will confirm your booking and detailed itinerary in writing, then approximately 6 weeks before departure we will send you the balance invoice which is due for payment 4 weeks prior to departure. If payment is not received 4 weeks prior to departure we reserve the right to treat the booking as cancelled and apply the cancellation conditions as set out below. Your travel documents will be dispatched around 10/14 days before the trip departs.

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#### Airlines (if applicable) & Other Suppliers

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Just Explore, Holidays & Tours acts only as agents for the owners of accommodation and services provided, for all carriers by air or otherwise and for road transport proprietors, and all bookings must be accepted subject to the ticket or transport conditions and regulations of the carriers or transport proprietors, and also subject to the laws of the country in which such carriage or other facility is required.

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#### Passport, Visas & Health

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All clients are personally responsible for ensuring that they have a valid passport, relevant visas and conform to the health regulations required by the country/s that will be visited during the trip. Advice on health requirements may be obtained from your GP, or alternatively from the Department of Health leaflet Advice on Health for Travellers, which may be obtained from the Department of Health.

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## Exchange Rates

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All prices quoted and invoiced are in Euros.

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## Surcharges

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The price of your travel arrangements may be varied due to changes in transportation costs e.g., fuel, scheduled air fares and any other airline surcharges which are part of the contract between airlines (and their agents) and us, Government action such as increases in VAT or any other Government imposed increases, currency in relation to adverse exchange rate variations. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in the 'Alterations by Just Explore, Holidays & Tours' paragraph below, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out below

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## Cancellation

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You may cancel your trip at any time providing that the cancellation is made by the person who confirmed the booking and is communicated in writing. Our cancellation charges are as follows:

31 days or more prior to start date – Credit note for all payments made\*

15 to 30 days prior to start date - 50% of booking total will be charged

14 days or less prior to start date - 100% of booking total will be charged

\* valid up to 18 months of original travel dates

If you are obliged to cancel, you may, with reasonable notice, transfer your booking to a third party who satisfies the conditions required taking that trip, but we will retain your deposit to cover the administration cost for the transfer.

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## Alterations by Just Explore, Holidays & Tours.

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We will do our utmost to provide the trip arrangements that have been confirmed, but we must retain the right to modify or cancel any trip, flight schedule, accommodation or arrangement, if unforeseen circumstances amounting to 'force majeure' arise. In such circumstance, we will inform you as soon as possible, and, should the change be such that it alters the nature of the trip, we shall give you the choice of an alternative trip or a full refund of all money paid. In recognition we will absorb all financial loss consequent upon cancellation due to 'force majeure'. We shall not cancel any trip for reason of political tension or natural disaster unless specifically recommended to do so by the Foreign Office.

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## Alterations by you

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We will do our best to make any alterations you may require after confirmation has been issued, subject to availability and to the payment for any increased costs relevant to the change. Any requests for alteration to an itinerary should be made in writing.

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## Just Explore Escorted Tours

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The prices of our escorted tours are based on a minimum number of 4 passengers travelling. If this minimum number is not reached, at least 30 days prior to the scheduled departure date we will either, cancel the tour and offer a refund in full, offer an alternative date/tour or we may propose a supplementary charge of 20% to enable the tour to operate, subject to the passenger's agreement.

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## Our Liabilities

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We do not exclude or limit any liability to our clients which may arise from proven negligence by any person employed directly by us or by our suppliers and subcontractors, servants or agents of the same whilst acting in the course of their employment (other than air and sea carriers performing any domestic internal or international carriage of whatsoever kind) in respect of death, bodily injury or illness. Such liabilities shall be subject to Spanish law and all proceedings shall be within the exclusive domain of the Spanish courts. We shall endeavour to afford general assistance to our clients in the event of illness, injury or death during the period of the trip. We accept responsibility for ensuring that all parts of the trip are supplied as described and that all services shall reach a reasonable standard. These obligations and responsibilities shall be limited to where international conventions in respect of air or sea carriers apply. Naturally, we cannot assume responsibility for loss or expense due to war, riots, strikes, terrorist activities or natural disaster.

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## Travel Insurance

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It is imperative that you take out adequate travel insurance. Particular care should be taken to ensure that you have adequate cover, in particular for cancellation and emergency repatriation in the event of medical problems.

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## Complaints

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We will always endeavour to resolve any complaints on the spot. However, if the matter cannot be resolved, you must write to our managing director, Rosa Lara within 14 days of the end of the trip. We will endeavour to resolve any problems as promptly as possible.

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## Payment Terms & Options

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Payments can only be accepted in Euros (€) and made by bank transfer, debit or credit cards (Visa, American Express or Mastercard). There are no extra fees or charges for card payments.

For payments made by bank transfer, any related transaction fees applicable for this type of payment are to be covered in full by the customer and not Just Explore, Holidays & Tours.

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## Baggage & Personal Effects

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These remain your responsibility and risk at all times.

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## Tour Leaders

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Where applicable, a tour leader, in conjunction with the appropriate medical advice if applicable, has the right to disqualify any client at any time during the course of the tour, if considered necessary for the medical well being or safety of the individual or in the tour leader's opinion, the client's actions materially are affecting the enjoyment of the tour for the remainder of the group. Any decision with regard to any reimbursement for any part of the tour not completed will be decided between the Managing Director of Just Explore, Holidays & Tours and the tour leader.

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## Data Protection Statement

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Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons).