

BOOKING CONDITIONS

We ask you to take the time to read and understand the conditions of booking set out below prior to booking a tour with us. This will assist you to understand the itinerary, inclusions and what to expect on your holiday with Textile Travels. We are here to help ensure the best possible experience for you, so please contact us if you have any specific concerns or questions.

1. YOUR CONTRACT

The contract is between Textile Travels Ltd, Registered at Companies House, Cardiff on May 6th 2020, Registered No.12588127, and the client, who is any person travelling or intending to travel independently on a tour operated by Textile Travels Ltd. The contract, including all matters arising from it, is subject to English law and the exclusive jurisdiction of the English Courts.

2. BOOKING PROCEDURE

Prior to booking, please read the Textile Travel tour details and related information, and these booking conditions. If you have any questions please contact us for clarification. Please keep a copy of these booking conditions for yourself. To make a booking you must be over 18 and have discussed and agreed your tour plan, and its cost with Sally on the phone or by email:

✉ sally@textiletravels.co.uk ☎ +44 (0)7866431789 📞 +44 (0)1179 611300

When you are happy with the arrangements, please print off and complete the downloaded **Booking Form** and send it to us by post to Sally Mason, Textile Travels Ltd, 27 Westmead Road, Bristol, BS5 8NY. Alternatively, print, complete, sign and scan the form and Email to sally@textiletravels.co.uk.

All necessary details including full name as per passport; date of birth; nationality; passport number; passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements are required.

Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

If you are booking 8 weeks, (56 days) or more before departure we will ask for a deposit of £300 per person for 15 night tours, £400 for 19 night tours and £450 for South Indian Threads tour. For bookings within the 8 weeks, (56 days) period before departure, full payment will be required. The Booking Form contains details of our trust account with Protected Trust Services for payment of the deposit and final amount.

We will treat each signed booking form returned as an offer by you to purchase a Textile Travels tour in accordance with these terms and conditions. A contract will only be in place between us and all persons named on the booking form once your deposit has cleared and we have issued a confirmation of this. The date on the confirmation will be the date the contract is made.

We will invoice you for the remainder of the cost of your Textile Travels tour, which you must pay no later than 8 weeks, (56 days) before departure. If the balance is not paid on time, we reserve the right to cancel your holiday and apply the cancellation charges outlined below. It is advisable for you to take out travel insurance at the time of booking to cover possible cancellation.

3. ACCURACY

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however occasionally changes and errors occur, and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

When you receive the Booking Confirmation and your travel documents please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. If there is an obvious error on the Booking Confirmation, we reserve the right to correct it as soon as we become aware of it, but will do this within 7 days of issuing the Booking Confirmation or, if your departure is within 7 days, no later than 24 hours before you go. Travel documents will be sent or emailed to you (to the address given to us by the lead name at the time of booking) approximately 2-3 weeks before your departure, and will not be issued unless payment of the due balance has been received

4. OPTIONAL EXPERIENCES

Once you have booked with us you will receive a form to complete to choose your experiences and/or day trips. We ask that you complete it and return it to us as quickly as possible.

5. OUR RESPONSIBILITIES WITH REGARD TO THIRD-PARTY SUPPLIERS

5a. Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/ subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

5b. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- i. the act(s) and/or omission(s) of the person(s) affected; or
- ii. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable.
- iii. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised.
- iv. an event which either we or suppliers could not, even with all due care, have foreseen or forestalled.
- v. loss or damage to any luggage or personal possessions and money.

5c. We limit the amount of compensation we may have to pay you if we are found liable under this clause: a. loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

Claims not falling under (a) above and which don't involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

5d. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

5e. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

5f. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

(i) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or

(ii) relate to any business.

5g. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

6. TOUR PRICES

Prices are per person and, for group tours are based on two persons sharing a twin room. Kindly note that double bedded rooms cannot be guaranteed, although requests will be noted at the time of booking. Furthermore, some hotels and homestays have several different room types. We regret that we are unable to allocate a particular room type and in order that we accommodate the whole group, some clients may be given a superior room without additional charge. In such cases this will always be done in the fairest way possible. We thank you in advance for your understanding. Prices quoted on our website or anywhere else in our literature are a guide only and may change at any time up to the point a contract is made between us. After the contract is made between us, we have the right to increase the price of the holiday where the cost to us of providing you with the holiday package increases:

- a) due to any change in VAT or any other duties, surcharges or fees levied on your Textile Travels tour;
- b) as a result of a rise in transportation costs or
- c) significant exchange rate changes

We will not make any such increase to the basic cost of your holiday within 8 weeks (56 days) of your holiday start date.

7. PAYMENTS IN LOCAL CURRENCY

For those holidays where an additional local payment is required for optional experiences this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

8. SOLO TRAVELLER WITH OWN ROOM

Single accommodation is available on request subject to availability and is charged at a higher rate to twin share. The single rate is based on the extra costs incurred by Textile Travels for single room occupancy and is regrettably unavoidable.

PLEASE NOTE that a person who is travelling alone and elects to share with another traveller will only be charged the twin share rate. If by the time full payment is due we are unable to match you up with another traveller, a single supplement will be payable. Not available during Covid19 safety restrictions.

9. GROUP SIZE

Unless otherwise stated our textile tours are based on a maximum of 10 and a minimum of 8. We will keep you updated as the group evolves. In the event that there are less than ten travellers booked on this tour, you will be advised at the earliest opportunity and always no less than 8 weeks, (56 days) before departure. At that time, you will be offered one of the following options:

- a) Travel as planned, but at an additional supplement, payable per person
- b) The cost of this supplement will vary depending on the itinerary and number of confirmed clients
- c) A full refund of all monies paid to us.
- d) For our natural dyeing workshop in Munnar we need 10 guests to make the workshop viable. If this group size is not achieved 6 weeks before departure, the tour will be cancelled unless you are happy to proceed without this workshop, in which case the price of the workshop will be refunded to you in full. The alternative would be a supplement of approximately £25.00 to cover the cost of the workshop with less attendees. Minimum 8 attendees. If neither of these alternatives is acceptable, we will have no choice but to cancel the tour. Such alterations or cancellations will be advised a minimum of 6 weeks before departure.
- e) If the tour has to be cancelled there will be the option of booking the same tour for the following year at no extra cost.

10. ALTERATIONS BY YOU

Once we have agreed a tour and itinerary with you and issued confirmation of our contract with you, should you wish to change your arrangements we reserve the right to impose an amendment fee of £50.00 per booking. For alterations within 90 days of departure Cancellation Charges may apply.

11. TRANSFERENCE OF PACKAGE

If you or any member of your party is prevented from travelling on their Textile Travels tour, that person may transfer their place to someone else, subject to the following conditions:

- a) that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b) we are notified not less than 7 days before departure;
- c) you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d) the transferee agrees to these booking conditions and all other terms of the contract between us. You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 11 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

12. CUTTING YOUR HOLIDAY SHORT

If you are forced or make the personal choice to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel services provided, we will not offer you any refund for that part of your tour not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment. It is your responsibility to contact your insurer at this time for their instruction and to obtain any receipts locally that are required for your claim.

13. ALTERATIONS BY US

You appreciate and acknowledge that travelling in India requires a considerable level of flexibility whilst on your Textile Travels tour. The day-to-day itinerary and ultimate aim of the holiday is taken as an objective and not as a contractual obligation. It is an important condition of booking that you accept this flexibility, and acknowledge that the route, schedules, itineraries, accommodation, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events beyond our control. If after departure we are unable to provide a significant proportion of the Textile Travels tour we had agreed with you, we commit to acting reasonably to make suitable alternative arrangements. We ask that you bring along your sense of adventure and let us take care of any necessary changes required during your trip.

14. CANCELLATION BY YOU

Should you wish to cancel your holiday, you must notify us as soon as possible.

If written notification of cancellation is received before the start of the tour date the following cancellation charges will be applied:

- More than 90 days before tour start date: full refund less £50 admin fee per person.
- 89 to 42 days before tour start date: deposit is non refundable
- 41 to 30 days before tour start date: 50% of final invoice
- Less than 30 days before tour start date: 100% non-refundable

A cancellation will only be effective from when we receive a written request. The above cancellation fees are in addition to any fees which may be levied by accommodation providers, travel agents or third-party trip and transport operator fees. You are strongly advised to take out insurance that includes cancellation cover at the time of booking. If you leave your trip for any reason after commencement, we are not obliged to make any refunds for unused services.

15. COVID-19 CANCELLATION AND REBOOKING PROVISIONS

While a WHO declared pandemic is in place, the following provisions will prevail. We are committed to safeguarding your holiday as much as is possible in the following ways:

- Re-book any Textile Travels tour in 2023/2024 with no penalty.
- Cancellation between 30 days to tour start date: We would like to refund your payment. However, by this date, suppliers will have been paid and a change in group numbers will affect others adversely. We cannot offer refunds for cancellations during this time frame.
- Please note, you are responsible for personal travel health and cancellation insurance. Textile Travels Ltd carries limited liability insurance.

16. CANCELLATION BY US

We reserve the right to cancel the tour up to 42 days prior to the tour start date, with notice in writing to the customer. We will not cancel less than 42 days before your departure date, except for force majeure, unavoidable and extraordinary circumstances, failure by you to pay the deposit and/or final balance; because the minimum number required for the package to go ahead hasn't been reached or because of a perceived inability to deliver the tour safely. The minimum number required will be provided to you in the Holiday Details. If the minimum number had been reached within 42 days of the start of the tour but we experience late cancellations by other clients which means that the minimum number is no longer met, we reserve the right to cancel a tour 30 days before the start of the package.

If we cancel your trip, you may be able to transfer amounts paid to a different departure date or receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs.

We are not responsible for any incidental expenses that you may incur as a result of your booking being cancelled.

17. OUR RESPONSIBILITY FOR YOUR TRAVEL

Your booking is accepted on the understanding that you realise the potential risks and hazards that can be involved in travel of this kind, including injury, loss or damage to property, discomfort and inconvenience. We will also accept your booking on the understanding that you realise that safety facilities in the developing world – in vehicles, hotels, on the roads and at the tourist sights – often do not match those in Europe.

Where the client does not suffer personal injury, the Company accepts liability should any part of the tour arrangements booked with the Company not be supplied as described in the itinerary. However, we do not accept liability for compensation should there be no fault on the part of the Company or its suppliers and the reason for the failure in the tour arrangements was the client's fault, the actions of someone unconnected with the tour arrangements or could not have been foreseen or avoided by the Company or its suppliers even if due care had been exercised. Where the client does suffer personal injury or death as a result of an activity forming part of the tour arrangements booked with the Company, the same rules shall apply.

Our responsibility does not start until you meet the group or our overseas representative at the designated start point overseas; usually the airport in the city at the start of the tour. We are not responsible for any additional expenses incurred by you in getting to the meeting point.

18. INSURANCE

We strongly recommend that you take out your travel insurance, including cancellation insurance, (although this may not be available while Covid19 restrictions are in place), immediately you have paid your deposit. Adequate insurance must be in place before participating in a tour, which must include cover for medical expenses and repatriation costs should you become too ill to continue your trip.

If you make your own insurance arrangements you should ensure that there are no exclusion clauses limiting protection for the type of activities you will be undertaking during your tour and for any independent arrangements, excursions or other activities that you may book to take part in during your holiday and which do not form part of your booking or contract with us.

We reserve the right to cancel the booking, without any liability for refunds, of any customer who cannot satisfy us that they have purchased suitable travel insurance in accordance with this clause. Furthermore, if you choose to travel with inadequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

You must provide proof of your travel insurance no less than 30 days prior to travel including policy provider, policy number and your emergency contact information prior to your arrival in India.

19. FINANCIAL PROTECTION

We are a member of Protected Trust Services: Textile Travels Ltd. Member Number 5509. This ensures that in the event of our or our suppliers' failure, your money will be protected.

20. PAYMENT FOR YOUR FLIGHT

You are responsible for the payments for your flight. Please note that flights and other products you purchase separately do not form part of your holiday with us.

21. PREPARATIONS FOR YOUR TEXTILE TRAVELS TOUR

Our responsibility does not begin until the appointed time at the designated meeting point. If you fail to arrive there at the appointed time for whatever reason, we will not be responsible for any additional expenses incurred by you to meet up with the group.

Any information given by Textile Travels in regard to climate, clothing, special equipment, etc. is done so in good faith but without responsibility on our party and must be rechecked by you prior to relying on it. Medical vaccinations and other preliminary arrangements including passport, visa procurement are your responsibility. See Travel Advice for further information. Please check these before booking and comply with any recommendations in good time. Allow at least one month to obtain these vaccinations and consult your local GP

22. MEDICAL REQUIREMENTS

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition which may affect their participation in the tour must declare the true nature of such condition and provide us with full details before you make your booking so that we can try to advise you as to the suitability of this tour. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details, and may result in such persons being excluded from the tour in which case all monies paid will be forfeited and we will not be liable to pay any compensation whatsoever.

It is your responsibility to ensure that you are sufficiently fit and healthy to complete your chosen Textile Travels tour. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of your chosen Textile Travels tour, you must advise us before booking. If you do not do so, we may cancel your holiday at any time.

23. PASSPORTS AND VISAS

It is your responsibility to ensure that you are in possession of a valid passport with the correct visa for travel to India. We are not responsible if you are refused entry because you lack the correct travel documentation. Your passport must be valid for six months beyond the duration of the trip or your return date to your country of residence and have at least two blank facing pages available. For more information see Travel Advice for further details.

24. BEING RESPECTFUL

We personally run our trips and act as your host in India. The decision of the group leader is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a group leader or interfere with the wellbeing or safety of the group, the group leader may direct you to leave the trip immediately, with no right to a refund. You must at all times comply with the laws, customs, foreign exchange and drug regulations of India. You also agree to travel in accordance with our responsible travel guidelines.

Your behaviour should not be excessive, noisy or disruptive, especially at night. Your behaviour must at all times be appropriate to the culture of the country and the community and people that you are visiting.

Offensive or illegal behaviour will not be tolerated and may result in the police being involved. We do not consider offensive or aggressive behaviour or language towards our staff to be acceptable. We may ask you and/or any member of your party to leave immediately if your conduct is considered by us to be inappropriate, likely to cause harm, or impair the enjoyment, comfort or safety of your neighbours, other members of your group, staff and the general public, or is likely, in our belief, to breach any terms of our agreement with you.

No refunds or compensation will be given in these circumstances and we reserve the right not to accept any future bookings from you or any member of your party.

25. ACCEPTANCE OF RISK AND SAFETY

It is your responsibility to acquaint yourself with all possible relevant travel information regarding your destination and your itinerary; the crafts you will be learning or extra activities you have chosen to undertake. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of any personal risk. You agree to comply with our safety standards within the workshops including wearing closed in shoes, safety glasses where needed and other safety requirements as outlined and provided by Textile Travels or any artisan providing tuition on our behalf.

26. SEATBELTS

Local laws relating to the wearing of seatbelt may be non-existent or not enforced in some countries and therefore local people largely choose not to wear them. For this reason, local service providers may or may not have seatbelts in vehicles or they may be hidden between seats or underneath protective seat covers. It is expected that where seatbelts are available customers must use them and remain seated at all times while the vehicle is moving. As such, customers acknowledge that seatbelts may not be available and therefore travel at their own risk.

27. OUR LIABILITY TO YOU

Nothing in these terms seeks to limit or exclude our liability if something we do or fail to do causes death or personal injury through our negligence or if we cause damage to your property and that cause is our fault. We are also not seeking to exclude or limit our responsibility for loss caused by the services not matching our description of them or our negligent performance of the services.

Other than this liability which we have accepted, we will not be liable for any losses that you suffer as a result of any breach of our agreement except those losses which are reasonably foreseeable to both of us at the time we enter into the contract with you. We shall not be held liable for any damages caused by the total, or partial failure to provide your holiday if such failure is:

- attributable to you.
- unforeseeable or unavoidable and attributable to a third party unconnected with us or any of our sub-contractors.
- as a result of unusual and unforeseeable circumstances beyond our control including but not limited to strikes, war, civil or political unrest or government action.

In addition, since the services are provided to you as a consumer, we cannot accept responsibility for any losses related to any business of yours such as lost data, lost profits, loss of business, loss of contracts, loss of goodwill or other business loss that you may incur as a result of any breach of our agreement.

We will also not be liable for direct damage or loss of any nature caused, or contributed to, by any defect in or failure (whether partial or complete) of any travel services not provided by us, and which we could not reasonably be expected to be responsible for. Except for those areas for which we do not seek to exclude liability, our total liability to you is limited to twice the basic tour price per person shown on the invoice.

28. COMPLAINTS

Any complaints regarding the holiday should be made to the tour leader and/ or local representative or contact at the time of the occurrence. This will give us the opportunity of investigating your complaint immediately and in-situ. If you do not give us this opportunity, we lose the chance to investigate in full and this may hinder any later chances of resolving the complaint in a satisfactory manner. If at the end of the tour, you feel that your complaint was not dealt with properly and were not satisfied with the response, you must notify us of your complaint in writing within 28 days of the actual completion date of the tour.

We will try to agree a settlement with you. If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from The Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd at:

Old Exchange House, Marford Road, Wheathampstead, Herts, AL4 8AY or from ABTOT, Tower 42, Old Broad Street, London EC2N 1HG.