



FINE ART TRAVEL LIMITED

BOOKING APPLICATION FORM

Any application for a booking will only be accepted by Fine Art Travel Limited subject to the conditions printed overleaf and any contract entered into with Fine Art Travel Limited will be subject to such conditions.

- 1. Client's name \_\_\_\_\_
- 2. Nationality \_\_\_\_\_
- 3. Date of Birth \_\_\_\_\_
- 4. Address \_\_\_\_\_  
\_\_\_\_\_
- 5. Email Address: \_\_\_\_\_
- 5. Telephone number(s) \_\_\_\_\_

PLEASE INDICATE TOUR FOR WHICH BOOKING REQUESTED

LEONARDO IN MILAN

VIENNA

THE AMERICANS IN FLORENCE

WESTERN SICILY

TRANSYLVANIA

} Deposit £500 per person per tour

I wish to reserve a single room

I have read the conditions printed overleaf and agree to be bound by them.

I wish to book for the tours indicated above and I enclose a cheque payable to Fine Art Travel Ltd Clients Account which will be the deposit. If a cancellation is made more than 3 months before the date of departure of the tour, 50% of the deposit will be refunded, thereafter the deposit will be non-refundable.

Signed \_\_\_\_\_ Date \_\_\_\_\_

13 Old Burlington Street, London W1S 3AJ  
Telephone: 020 7437 8553  
Fax: 020 7437 1733  
email: charles@finearttravel.co.uk or jane@finearttravel.co.uk

# FINE ART TRAVEL LIMITED (“the company”)

## TERMS & CONDITIONS

1. **Formation of Contract**

The contract shall be made on these conditions when the Company accepts the booking by issuing a confirmation of order / receipt to the client.
2. **Ancillary Terms**

Save for the itinerary given to the client and the accompanying brochure no other agreement, representation or promise of any kind shall form part of, alter, vary, supercede or operate as a waiver of these conditions or any of them unless expressly made or accepted by a Director of the Company in writing.
3. **Cancellation**

The Company shall be entitled to cancel the client’s booking and retain the deposit in the event that the balance of the price has not been paid in accordance with Clause 6 below.
4. Where the client has cancelled a booking the Company shall be entitled to charge in addition to those sums below, any costs (if any) actually incurred by the Company specifically regarding the tour
  - Cancellation effected more than 90 days prior to the tour - 50% of the deposit;
  - Cancellation effected between 90 - 56 days prior to commencement of tour - the deposit;
  - Cancellation effected between 55 - 14 days prior to commencement of tour - 50% of booking price;
  - Cancellation effected between 13 - 1 days prior to commencement of tour - 100% of booking price;
5. **Conduct**

The Company reserves the right to exclude or eject as it reasonably thinks fit any clients from the tour whose behaviour or appearance it shall consider objectionable, disruptive or otherwise unacceptable to other clients on the same tour.
6. **Deposit and Payment**

The client shall pay the deposit of £500.00 on the signing of the booking and the balance of the price must be paid at least eight weeks prior to commencement of the tour
7. **Force Majeure**

The Company shall be entitled to cancel the booking on giving written notice to the client if the Company is hindered from carrying out fully its obligations hereunder by circumstances beyond its own control including but without limitation strikes, labour disputes, whether or not involving employees of the Company, suspension of supplies, governmental or quasi governmental intervention, accidents, acts of God, national or local disasters, war or civil strife. Should one or more of these acts occur, and the client is stranded abroad, then it is the obligation of the airline, but not the company to provide accommodation. If the company is obliged to cancel a tour owing to one or more of the above, then the Company will retain all monies to cover existing and future costs pertaining to the tour but will make all reasonable endeavours to rerun the tour as soon as is feasible, the date being set by the Company
8. **Variation**

The Company reserves the right to vary travel accomodation lectures and excursions where necessary provided that such alternative arrangements are of similar quality.
9. **Travel Conditons**

Travel on an aircraft or coach is subject to the conditions of carriage of the airline or coach company. The company is not liable for action or omissions of those involved in the clients travel and accommodation during the tour over whom the Company has no direct control and who are not employed by it.
10. **Minimum Numbers**

The Company shall have the right to cancel a tour by not less than three months’ notice prior to the commencement of the tour in the event there are insufficient number of persons undertaking the tour.
- 11.1 **Limitation of Liability**

The Company’s prices are based on these conditions and reflect the limitations upon the Company’s liability which they contain.
- 11.2 The Company shall not be liable to the client foa any damage or consequential loss where booking is cancelled or in any circumstances whatsoever for dange caused to the clients negligence, breach of duty or other wrongful act or omission by any independant contractor engaged by the Company.
- 11.3 The client expressly agrees that the liability of the Company hereunder is limited to a sum not exceeding the monies paid to the Company for the services provided hereunder.
- 11.4 Notwithstanding anything to the contrary the Company does not exclude or restrict its liability for death or personal injury to the extent it results from the negligence of the Company, it’s employees or agents.
12. **Client Monies**

In order to ensure that clients are fully protected in the event of the insolvency of the Company all monies paid over by clients in respect of tours are held on trust by a trustee for the client who is independant of the Company. Monies are passed over to the Company only when the company has fulfilled its obligations to the client in respect of the tour, or when forfeited on cancellation by the client.
13. **Visa/Health Formalities**

There are no specific visa or health formalities for British Citizens unless advised to the contrary by the Company.
14. **Delays**

The Company shall use its reasonable endeavours to provide suitable arrangements in the event of delay at the outward or homeward points of departure but it is the responsibility of clients to ensure that they hold adequate insurance for any additional costs incurred as a result of such delays and alternative arrangements.
15. **Jurisdiction**

The agreement shall be subject to the exclusive jurisdiction of the English courts.