

## Contract terms: YorTours

These are the legal terms of our agreement, that you will need to be aware of:

“Journey” means the service you have booked, eg a sightseeing tour, wedding journeys, airport/rail transfer, or taxi service, and includes all additional services (such as assistance with luggage or mobility) that I have agreed to provide.

“Written” includes paper and electronic communication.

1. *When our agreement is reached:* When you have given me information about the service you wish me to provide, I will send you a written confirmation of your order, and my price. Once I have received your reply agreeing to the Journey details and price I have proposed, we will have a binding contract and I will then send you my invoice.
2. *When you need to pay:* Payment is required prior to the start of the Journey. Payment by cheque or BACS must be with me 4 days before the start, so as to ensure funds are cleared. Payment may also be made by card or cash.
3. *When a deposit is payable:* If I advise you that a deposit is required, please note that we will not have a contract for me to provide any service until the deposit has been paid.
4. *If you want to cancel:* If you cannot take the Journey we have agreed, please let me know why and I will decide whether or not a refund is appropriate. However there will be no refund if I hear of a cancellation within 48 hours before the start of the Journey as it will be too late for me to find other work for that day. The agreed price will be payable in full.
5. *If I am not able to be there:* I work on my own and in some exceptional circumstances (for example family emergency or illness) I may have to cancel a Journey. If I am unable to undertake the Journey for any reason, I will refund any money you have already paid me but I will have no other liability to you of any sort.
6. *If there are problems on the day:* In the event of mechanical breakdown, illness, or other problems during the Journey I will decide whether to cancel the rest of the Journey, to wait for and use a replacement vehicle, or to vary the Journey details. I will always make sure you can get safely to where you need to be. Apart from that I will have no liability to recompense you for cancellation or changes to the Journey details, although I may choose in a suitable case to make a pro rata refund.
7. *My obligations:* I have an obligation to all my customers to keep you safe. This means that I may need to exclude people from my vehicle in the event of inappropriate behaviour or other difficulties, and I therefore reserve the right to do so. For safety, all passengers are required to be seated whilst the vehicle is in motion and use the fitted seat belts.
8. *Changes to the Journey:* where appropriate, at the start of the Journey I will give you a paper copy of our agreed itinerary and timetable. These are always subject to external events (for example weather or road closures) which are beyond my control. If you require any changes on the day, or if any changes prove to be necessary, I will do my best to accommodate them but reserve the right to charge you extra if additional costs are incurred.

