

# GOTUI

## TERMS AND CONDITIONS



### OUR AGREEMENT WITH YOU

Before you book an excursion, activity, attraction or ticket ("Excursion") via a TUI Rep in the resort it is important to us that you understand what you're booking before you commit. We have set out everything you need to know below, so there are no nasty surprises.

Our Agreement With You sets out what you are legally entitled to expect from us when you buy an excursion from us and will not apply to any course of dealings between us other than the excursion purchased in the destination and sold by the entity shown in our leaflets. Please read these terms and conditions carefully, before you book, to see how they affect your specific excursion arrangement made by us.

Our Agreement is governed by national applicable legislation of the country where the excursion has taken place. Shall a conflict be taken to court by the parties they hereby submit and consent, expressly renouncing to any other jurisdiction, to the Courts of Law of the user's place of residence.

We have taken all reasonable care to make sure that the Excursions advertised by us are provided by efficient and reputable businesses. These businesses follow local standards and requirements.

If you need to get hold of us for any reason, email ([support@gotui.com](mailto:support@gotui.com)) or call us at + 44 3333361592. We are open from 08:00 to 20:00 every day. You are given the ability to obtain excursion, activity, attractions and ticket services (hereinafter referred to as "excursions"), subject to the acceptance of these Booking Terms and, in accordance to the prices, rates and conditions of cancellation displayed at the moment of booking.

### BEFORE YOU BOOK

We do our best to tell you as much about our Excursions as soon as

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possible before your holiday. Please take the time to read the Excursion information that is on the leaflets, so that you book an Excursion that is suitable for you.

Unfortunately, we sell so many great Excursions that we can't always keep track of changes to how they run. If you find anything that's not completely accurate in our information, please tell us as soon as possible.

It is important that you (and your party):

- i) ensure that the booking details that you provide to us are accurate;
- ii) update us of any subsequent changes that you need to make to your booking;
- iii) check that you have suitable and valid insurance for you and your party that will include cover for the Excursion(s) booked and that you declare any material facts including known medical conditions to your insurers;
- iv) abide by any terms and conditions, or restrictions, that the Excursion provider may impose, whether based on age, health, weight and/or height, level of fitness, or otherwise;
- v) read the Excursion information carefully for details of any necessary previous experience, requirements and/or ability levels;
- vi) understand that some Excursions carry an element of risk and it is your responsibility to ensure that the Excursion is suitable for you and/or your party;
- vii) ensure that any person who is under 18 years old at the time of taking the Excursion will be accompanied by an adult.

Excursion group sizes may vary from 1 to 99 participants.

Persons with Reduced Mobility

If the Excursion you choose does not expressly indicate that it is suitable for people with reduced mobility, then it is not suitable.

### PRICES

All prices are accurate at the date published on the leaflets e, but we

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reserve the right to change any of those prices from time to time. Since we offer some amazingly low rates, a price we've offered you may go up or down if you come back to book later. Make sure you book the Excursion that you want when you see it, so we can guarantee you'll pay the price you've seen.

The price of the excursion that you will pay to us includes:

- All services specified on the booking confirmation email;
- Corresponding local VAT.

The price does not include any service that is not specified in the booking confirmation email.

Forms of payment that we accept:

We accept Mastercard., Visa, Amex, and Cash.

If payment is done by credit/debit card the full quoted amount will be deducted from your credit or debit card. Payment transactions on our website are encrypted by a secure payment system endorsed by some of the world's leading banks and our site is verified by Thawte. This technically secure environment ensures that credit card details cannot be intercepted and are not revealed to anyone other than to financial institutions required to process payment instructions from the customer.

Should you require an invoice, this will be sent to you electronically by way of an emailed PDF file. Should you not want to receive an electronic invoice, then you can contact the Customer Service Team.

If we have reasonable grounds to suspect that your booking is fraudulent, we reserve the right to cancel it automatically and send a notification email to the email address provided by you at the time of booking.

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### **BEFORE YOU GO ON HOLIDAY**

Make sure you read your Excursion booking confirmation email thoroughly, to confirm what you've booked is suitable for you and take it with you when you go on holiday. If you don't follow the instructions, we give you, we may not be able to refund you any additional costs you're charged as a result.

### **CHANGES AND CANCELLATIONS**

#### **If You Change or Cancel your Booking**

You can make a change to the number of people booked on the Excursion, or the date of the Excursion, by contacting our Customer Service Team.

Changes and/or cancellations will not be allowed on those bookings which are advertised as being "non-refundable" at the time of booking.

When changing your excursion details, the price of your excursion will be based on the price that applies on the day you make the change. These prices may not be the same as when you first made your booking.

If you want to cancel your booking, or part of it, you can do so by contacting our Customer Service team. Refunds are only given on cancellations made at least 24 hours before the published pick up time. If you don't show to the excursion, no refunds will be made.

Once your booking has been cancelled you will receive a cancellation confirmation via email. If this doesn't happen, then please contact us.

#### **If We Cancel or Change Your Booking**

We aim to provide your Excursion as booked. However, we may need to cancel your Excursion if, for example, there are not enough people booked

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on it. We reserve the right to cancel your Excursion in any circumstances but, if we cancel your Excursion, you can either have a refund or accept a replacement Excursion from us and we will always refund the difference in price if the replacement Excursion is of a lower price. Should you choose a replacement Excursion, the terms and conditions of your Excursion booking will not change.

Sometimes we may have to make major changes to your Excursion booking after you've made it. Should this happen, we'll notify you as soon as we're able. If the new arrangements are not suitable, you can cancel the Excursion and we'll offer you a full refund.

Excursions timings shown by us may change. Your confirmation email will show the latest planned timings. Your actual timings will be shown on your ticket (including any e-ticket itinerary), which you should check carefully as soon as you receive it.

### **FORCE MAJEURE**

Very rarely, we may be forced to change or terminate your Excursion booking due to unforeseen major events known as force majeure. This means any major event which we or the provider of the Excursion(s) in question could not, even with all due care, foresee or avoid and that were beyond our reasonable control. Such events may include political disputes, acts of war, threat of war, riots, civil disturbances, terrorist activity (actual or threatened) and its consequences, border closures, industrial action and/or disputes (actual or threatened), technical problems with machinery, transport or equipment, government intervention, natural and nuclear disasters, fire, epidemics, health risks and pandemics, closed or congested airports, or explosion or extreme weather (including hurricanes) and any other similar events.

Changes or termination of your contract due to force majeure are extremely unlikely. If, however, such major events do occur, we shall refund your

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Excursion in full.

We will of course do our best to offer you support as our valued customer where we can in these circumstances.

### **YOUR EXCURSION**

Please take your booking confirmation email and the credit or debit card you booked with, with you on the Excursion. The confirmation email will give you instructions on where to meet on the day and what to expect. It's important that you and your party abide by any instructions, guidance or information given to you by the Excursion provider, especially with regards to you and your party's health and safety.

If you have any problems on the day, please let the Excursion provider know so they can help you. If you don't let them know, we may not be able to help you later on.

If you have a complaint about your excursion, you must immediately notify the Excursion provider. If they are unable to resolve the problem immediately, and a member of our staff is not available, you should contact our resort team straight away by phone/fax/email and we will endeavor to assist.

If you are still not satisfied on your return home, you must write to our Customer Support team ([support@gotui.com](mailto:support@gotui.com)) within 28 days of the excursion to allow your complaint to be investigated properly. Please write your excursion confirmation number on your letter/email and include your daytime and evening telephone numbers. If you do not give us the opportunity to resolve any problem locally by reporting it to the Excursion supplier, or calling and informing us in resort, then we may not be able to deal positively with your complaint.

We reserve the right to refuse to accept you as a customer or continue

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dealing with you if we, or another person in authority, believe your behavior is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other person in the excursion or our staff or agents in any risk or danger, on the telephone, in writing or in person.

For the purposes of this section reference to “you” or “your” includes any other person in your party.

### The Conditions Of Your Ticket

When you travel by air, sea or river, your journey may be subject to certain international conventions. You agree that the transport company’s own ‘Conditions of Carriage’ will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those ‘Conditions of Carriage’. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. We can supply full copies of the conventions to you, if you ask us to.

### PRIVACY

We know how important your privacy is online, so we take it seriously. During the booking process, we will request personal data from you such as you and your party’s names and credit card details. All of the data collected will be treated in accordance with our Privacy Policy and, in making the Excursion booking with us, you consent to us processing personal information about you and other members of your party.

### TUI VALUE GUARENTEE

All TUI Excursions are covered by our best Value Guarantee. This means that you can be sure that you will not find the same great value Excursion

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at a lower price anywhere else. If you do, we will refund you the difference subject to the conditions detailed below:

**Value Guarantee Conditions:** This guarantee applies to TUI Excursions. To claim your refund of the price difference, you must provide documented evidence of the cheaper excursion more than 24 hours prior to the excursion start time\*. Documented evidence can be any published material where all conditions of the excursion can be verified (e.g. a current printed brochure or website screenshot including valid URL). The Excursion must be identical to that offered on gotui.com, and shall not be part of a package, in terms of: currency, itinerary, content, stops, length of excursion, bus quality, language and number of languages spoken and service given. Excursions must operate during the same calendar week (Mon - Sun). The Value Guarantee does not apply to unlicensed/illegal traders and excludes special offers.

The following services are not considered as excursions for the purpose of the Value Guarantee and are therefore excluded from the Value Guarantee: Flight Extras, Flight tickets, VIP Airport Services, VIP Lounges, Transfers, Merchandise, Childcare Extras, Rental Cars, Vehicle Rentals, Service Fees, Golf Extras, Wedding Extras, Hotel Upgrades, Entertainment Games and/or Event Ticket Deposits. Additionally, Value Guarantee does not apply on tickets to Theme parks in Florida (US).

\*for guests who book more than 2 weeks before the excursion start time, any claim should be submitted within one week from the time of the booking.



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### CONTACTING YOU

If you have requested any correspondence with us, we will communicate with you using the email address you have provided. For example, to provide your e-confirmation, e-ticket, e-cancellation, etc. We will assume that your email address is correct and that you understand the risks associated with using this form of communication. Please note that you may still have to contact us via our Customer Service Team or in writing as required in our terms and conditions.