

Use of the Success Tours website is governed by these Website Terms and Conditions, in addition to the Privacy Policy and Accessibility details which can also be found below. If you experience problems with our website or have comments please contact the [sales@successstours.com](mailto:sales@successstours.com).

This Website is operated by Success Tours Ltd, a company registered in England and Wales under company number 1476847 whose registered office is at 14 New Hythe Lane, Larkfield, Kent, ME20 6AB. The Website is a marketing website for Success Tours only.

### **Client Proforma Contract Terms & Conditions**

The person or company or principal (hereinafter called the 'Client') commissioning Success Tours Ltd. (hereinafter called 'Success Tours') to carry out mutually agreed travel arrangements to be designated by the client, by placing such booking with Success Tours, thereby recognises and agrees the following General Conditions of Travel.

**1)** Accommodation and/or other arrangements of whatever nature are made by Success Tours on behalf of our client. At all times Success Tours acts as an agent and not as a principal.

**2)** Although Success Tours endeavours to inspect hotels where accommodation for our client(s) is arranged it might occur that in some cases accommodation is arranged in hotels not previously used by Success Tours shall not be liable for any claims arising from alleged inadequacy, lack of quality or any other failing in accommodation in any hotel arranged by it.

**3)** If for any reason, outside the control of Success Tours the arrangement cannot be carried out, all monies paid will be returned to our client, subject to a reasonable remuneration for the work done and costs incurred by Success Tours.

#### **4) Payments**

Where a booking deposit is required, arrangements held by Success Tours will only be considered confirmed upon receipt of the deposit stated on the contract/offer. Non-receipt of the deposit by Success Tours does not release the client from its responsibilities under 6) below.

Generally, booking deposits are non-refundable, unless otherwise stated on the contract/offer.

Other deposit payments are due as shown on this contract. Failure to pay the deposit required by the date indicated, may result in the cancellation without further notice to the client.

Any balances should be settled within 7 working days of invoice receipt. Success Tours reserves the right to charge interest at the rate of 3% per month on any amounts which remain unpaid 28 days after the invoice date.

All payments to Success Tours must be cheque or bank transfer, whereby the client must pay any related bank charges

. In exceptional circumstances, payments will be accepted by credit card subject to a 1.1% handling charge respectively payable by the Client.

## **5) Rates**

The rates quoted are net and may be subject to change in the event of any price increases outside the control of Success Tours.

We will notify you of any such increase as soon as we become aware of it.

## **6) Client Cancellation**

### **Full Cancellation**

a) Full cancellation may be made without cost at anytime prior to the cancellation deadline shown on the contract, although any booking deposits may be forfeited subject to the terms stated on each individual contract.

b) If a cancellation is made after this date, Success Tours will endeavour to keep supplier charges to a minimum, although the client will in all cases, be responsible for any charges levied.

c) Notwithstanding this, Success Tours reserve the right to levy a charge of up to 100% on any tour cancelled within 28 days of departure.

### **Part Cancellation**

d) A minimum of 85% of all rooms/passengers reported by the client to Success Tours as 'sold' 28 days prior to departure must then travel in order to avoid charges for part cancellation of the tour.

e) If only 50%-80% of the rooms/passengers advised as 'sold' 28 days prior to departure travel, then Success Tours reserves the right to charge 25% of the full tour value on those rooms/passengers cancelled since the 28 day update.

f) If less than 50% of the rooms/passengers advised as 'sold' 28 days prior to departure travel, then full cancellation charges apply.

g) In the event of individual room/passenger cancellations being made 0-14 days prior to tour departure, Success Tours reserves the right to charge 100% of the full tour value on those rooms/passengers cancelling.

7) Success Tours reserves the right to terminate the agreement at any time, without prejudice to any other right it may have, in the event that the client fails to comply with the terms of this agreement.

8) Failure by Success Tours to enforce at any time any of the provisions of this agreement shall not be construed as a waiver of its rights nor affect the validity of the agreement nor prejudice Success Tours as regards subsequent action.

### **9) Child Discounts**

Unless otherwise stated on the contract, a discount of 30% will apply to all children aged 3-11 inclusive sharing a room with at least 2 full paying adults.

### **10) Complaints**

In the unlikely event of a complaint, the client is obliged to make Success Tours and the local supplier aware of any issues immediately. Success Tours offers a 24 hour On Tour helpline for this purpose.

Success Tours regrets that failure to complain at the time of service delivery will render null and void any claims made subsequent to the return of the group to the UK or other country of origin.

This agreement shall be governed and controlled in accordance with the laws of England

We reserve the right to withdraw this website at any time and without prior warning. Should this problem arise we will endeavour to advise users prior to any withdrawal, whether such withdrawal is temporary or permanent.

### **Pricing**

The prices on our website are subject to change. Prices are updated regularly and we strive to have the correct information accompanying each tour, we reserve the right to change prices at any time if it is found to be incorrect.

### **Use of Site**

Access to the Website is permitted on a temporary basis and Success Tours reserves the right to withdraw or amend the service provided on the Website without notice. We shall not be liable if for any reason the Website is not available at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, if required. Success Tours aims to update the Website regularly and may change the content at any time. We may therefore have to suspend access to the Website, or close it if necessary.

### **Copyright and Related Rights**

All rights in the Website, including copyright, the content and design of the Website, is owned by Success Tours or used under licence from third party owners. Any use of this Website or its contents, including copyright or storing it or them in whole or part, other than for your personal or non-commercial use is prohibited without the permission of Success Tours. You are prohibited from copying, modifying,

transmitting, distributing, selling, displaying, licensing or reproducing any content including images and other media on this Website for any commercial purpose.

### **Amendments**

We reserve the right to change or amend these Website Terms and Conditions without prior notice.

Where Success Tours publishes and controls information on the Website, it will use all reasonable endeavours to correct errors or omissions as quickly as practicable after being notified of them. However, because of the complex technology that is required in operating the Website there may be times when obvious errors occur. For example, this may result in a price, product or service or other detail displayed being incorrect.

### **Content objections**

If you object to any material publicised on this website please let us know by sending an email to [sales@successtours.com](mailto:sales@successtours.com) and we will take whatever action we deem appropriate.

### **Registration**

On certain parts of this website we may require you to register and provide certain information about yourself and your organisation in registering with us you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the relevant registration form.

### **Your Account**

The registration process on this website involves you being allocated with a unique username and/or password that gives you access to your website account. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur through your website account. You agree to (a) notify us immediately if you become aware of any unauthorised use of your password or website account or any other breach of security, and (b) ensure that you exit from your website account at the end of each session.

If you breach the provisions of these Terms of Use, Success Tours shall be entitled to suspend or permanently terminate your access to the Website. You shall fully and effectively indemnify Success Tours in respect of any losses, damages and/or costs incurred or suffered by Success Tours relating to your breach of these Terms of Use.

### **Website Safety**

Success Tours cannot guarantee that the Website is free from infection by viruses or anything else that has contaminating or destructive properties. You must not misuse the Website by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

These Terms of Use may vary from time to time. By using this Website you accept that you are bound by the Terms of Use in force at that time and displayed on this page.

If any part of these Terms of Use or any document referred to herein is illegal or unenforceable, such portion(s) shall be excluded from these Terms of Use and any relevant document to the minimum extent required and the balance of these Terms of Use and any relevant document shall remain in full force and effect and enforceable.

These Terms of Use and any documents or policies referred to herein shall govern the entire relationship between the parties to the exclusion of any other terms.

It is not the intention of the parties to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Use.

These Terms of Use and any disputes that may arise between you and Success Tours will be governed by the laws of England and Wales and the parties shall submit to the jurisdiction of the English courts.

# Privacy Policy

The purpose of this policy is to explain how information gained via this website may be used.

## **Who manages this website?**

This website is managed by Success Tours Ltd.

## **Registered Office address:**

14 New Hythe Lane  
Larkfield  
Aylesford  
Kent  
ME20 6AB

## **What personal information do we collect and what we do with it?**

In order to optimise the usage of our website for our clients we have collect some personal information, this means each client will be assigned an account. By possessing said account, the user will be able to submit information to receive accurate quotes back, in addition to saving favourite tour ideas. In addition to this we may from time to time observe usage in order to maintain and improve the website, however all browsing history will remain anonymous.

## **What about 'Cookies'?**

Success Tours uses cookies in order to provide you with an efficient service and good experience. A cookie is a small text file of which there are three types:

**a) Session cookies:** Effectively, these record the electronic conversation that you have with the Success Tours Website and reminds the Website where you were in

that conversation. For example, if you save a Tour it will appear on your 'My Shortlist' page. Session cookies are purely required for the Website to function and are in no way used to identify your personal information.

**b) Permanent cookies:** Many sites apply permanent cookies. These store a few numbers on your hard drive, which are visible by looking in the cookies directory of your browser installation. They last for a long time and every time you visit the Website you send a copy of them to Success Tours, which allows Success Tours to identify you between visits. These are what allows Success Tours to show you the Tours in the My Account page after you have logged off should you return later. They are not essential for the functioning of the Website but will greatly improve your Website experience. We do not store any personal data in these cookies, just a unique number that identifies you to us.

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyse how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States . Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

### **Links to Third Parties**

Please be aware that our website links to other websites. These are outside our control and are not covered by this Privacy Policy. We suggest that you read the privacy statement on any other website you visit.

### **Your Rights**

In addition to these policies your personal data is protected in the UK by the Data Protection Act 1998. Under this Act we will only process any data we hold about you in a lawful and fair manner. We will keep your data securely to prevent unauthorised access by third parties.

Your personal data may have to be disclosed if we are required to disclose it by law, or as a result of a lawful request by a governmental or law enforcement authority.

# Accessibility

## **Site Design**

At Success Tours we are committed in providing a fully accessible website to everyone regardless of disability, capability or technology. We have taken into account and made efforts to accommodate the various Browsers, Operating Systems and varying internet connections.

## **Conforming to Web Standards**

When designing and building this site we have endeavoured to adhere to the [W3C Web Content Accessibility Guidelines 2.0](#). Therefore this website has been built using code compliant with W3C standards for HTML and CSS.

## **Browsers**

Having been built with code compliant HTML and CSS, the site displays correctly in the following browsers:

- Internet Explorer
- Google Chrome
- Firefox
- Safari
- Opera

## **Text Sizing**

The text size on this website can be increased where necessary. This is different within each browser but here are some instructions for the most common:

Internet Explorer: select View > Text Size > Largest to Smallest

Firefox: select View > Text Size > Increase or Decrease

We are committed to ensuring that this website is accessible to everyone. If you have any questions or suggestions regarding the accessibility of this site, please [contact us](#), as we are continually striving to improve the experience for all visitors.