



TERMS AND CONDITIONS

By making your reservation of any travel services offered by Barinca Travel & Tourism you accept the Barinca Travel & Tourism Terms & Conditions stated below. Please ensure that you read carefully and understand these Terms & Conditions prior to confirming your booking.

These General Terms and Conditions govern the contractual relationship between you and Barinca Travel & Tourism in respect of the package trips and other travel services we offer.

A package trip is defined as such when we arrange transport plus accommodation or another tourism service for a total price and the trip lasts for at least 24 hours or includes an overnight stay.

A contract is concluded once Barinca Travel & Tourism has accepted a booking you have made in writing (letter, e-mail or via the Internet) or by telephone.

Barinca Travel & Tourism and its agents and suppliers, in making arrangements for hotels, tours, meals, transportation or any service in connection with the itineraries of individual customers, shall not be liable for injury, damage, loss, accident, delay or irregularity, liability or expense to person or property due to act of default by any hotel, carrier or other company or person providing services included in the tours.

Furthermore, Barinca Travel & Tourism and its agents and suppliers accept no responsibility for any sickness, pilferage, labor disputes, machinery breakdown, government restrains, acts of war and/or terrorism, weather conditions, defect in any vehicle of transportation or for any misadventure or casualty or any other causes beyond their control.

Under no circumstances will Barinca Travel & Tourism or its agents, affiliates, service providers, suppliers, and/or distributors be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of Barinca Travel & Tourism regardless of the form of action.

RESERVATION, CANCELLATION AND OTHER POLICIES

RESERVATION: A deposit of 10% of the total estimated price is due with your reservation. A payment of 40% is due 60 days before your trip starts. Final payments are due 30 days before your trip starts. These conditions may change according to the group and/or hotel conditions. Upon receipt of the signed reservation, terms and conditions and deposit, you will receive a confirmation E-mail with detailed information regarding your tour.

PAYMENTS: The tour price is payable to Barinca Travel & Tourism. Depending on the means of payment, there may be an extra charge to cover transfer costs. Failure to pay in time entitles Barinca Travel & Tourism to cancel your booking without notice and without refund of the deposit. Prices are quoted in Euros.

CANCELLATIONS: If you need to cancel a reservation, please do so in writing (best by e-mail). If we receive your cancellation more than 90 days before the starting date of the trip, we refund 100% of your deposit. Between 90 and 60 days your deposit becomes non-refundable. Between 60 days and 30 days 50% of your tour price becomes non-refundable. At less than 30 days' notice (after payment is received in full), no refunds can be given. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. We recommend that you obtain travel insurance upon booking.

PACKAGE PRICES: Package prices are based on **ground** costs. Barinca Travel & Tourism tries its utmost not to increase tour prices (in full or part), however sometimes increases are outside its control. We reserve the right to amend tour prices (or any part) without notice at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to increased fuel costs, increased taxes, etc.

EXCLUSION FROM TOUR PRICE: The following items are **not** included in the tour price: *visa, passport and vaccination charges; *extra meals not included in the itinerary; *laundry, postage, personal clothing, medical expenses, personal travel insurance and items & services of a personal nature; *emergency evacuation charges; and *tips and luggage charges.

APPLICABLE LAW AND PLACE OF JURISDICTION: The contractual relationship between you and Barinca Travel & Tourism is subject to French law. Carcassonne is the sole place of jurisdiction for any disputes arising.