

## TERMS AND CONDITIONS

### SECTION 1 - GENERAL TERMS AND CONDITIONS

Adior Tour offers a variety of tours, tickets and services through this website (adiortour.com) and through designated partners'.

All use of our web site [www.adiortour.com](http://www.adiortour.com) ("the Site") and all use of our services is on the terms and conditions below. If you do not agree to be legally bound by the following Terms & Conditions, please do not access and/or use [adiortour.com](http://adiortour.com) and/or use one of our service.

These Terms and Conditions, together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, set out the details of your booking with Adior Production Impex S.R.L., under the registration number RO6480439 (Adior Tour – Travel Agency, under the tourism operation license number 434), hereafter referred to as “we” or “us”.

These terms and conditions apply to all purchases made through Adior Tour whether online or offline. By accessing this Website and/or making a purchase and/or using one of our services you agree to be bound by the terms and conditions set out below, which shall take effect immediately.

Unless otherwise stated, purchases made through [adiortour.com](http://adiortour.com), or by contacting us directly, or through any other Adior Tour partners and/or affiliated website, are subject to these Terms and Conditions; in all booking arrangements, the person making the booking shall be deemed to have accepted these conditions on behalf of the persons named in the booking and have understood and accepted how Adior Tour uses their information (as described in our Privacy Policy page).

Please read them carefully as they set out our respective rights and obligations. In these Terms and Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

You may print and keep a copy of these terms. They are a legal agreement between us and can only be modified with our consent. We reserve the right to change the terms at our discretion by changing them on the Site.

Adior Tour may change these Terms & Conditions at any time by posting changes online. Please review these Terms & Conditions regularly to ensure you are aware of any changes made by Adior Tour. Your continued use of [adiortour.com](http://adiortour.com) or any Adior Tour service after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

#### **Booking**

When you make a an online or offline booking, you confirm that you have the authority to accept and do accept these conditions on your behalf and on behalf of all members of your party and further, if you are making a booking for more than one person, that you are responsible for all payments due from each and every member of your party. It is your responsibility to ensure that any information which you give us is accurate and that information which is given to you by us or any of our suppliers and/or partners is passed on to all members of your party.

When you make your booking, you must pay the relevant deposit or full payment as specified at the time of booking. If requested, a contract will come into existence only once we accept your booking and we receive your deposit or full payment in cleared funds and issue you with a confirmation invoice either on behalf of ourselves or the supplier in question.

Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately, as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document immediately. Please ensure that the names given are the same as in the relevant passport.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies (ex: payment processor companies, insurance companies, banks).

By making a booking with us, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of information in accordance with our Privacy Policy;
- He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

### **Payments, Cancellations and Refunds**

Our differing obligations are set out below, in two separate sections:

Section 2 contains the conditions which will apply to all regular bookings.

Section 3 contains the conditions which will apply to package tour bookings.

### **Pricing - Inclusions & Exclusions**

Prices may be available on request.

Prices shown in our offers are per person unless otherwise stated.

Prices are subject to change, until the booking has been confirmed.

What is included is stated specifically on each offer.

Unless stated otherwise, prices do not include any local taxes, charges and/or fees, gratuities to the guide and/or driver, food and beverages.

### **Accuracy**

We endeavour to ensure that all of the information and prices both on our offers and/or in our brochures are accurate; however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

Itineraries, hours and arranged sightseeing are subject to change at any time preventing the tour operating as advertised due to unforeseen circumstances or circumstances beyond Adior Tour control (ex: In the event of 'Places of Interest' being closed, or road conditions). Every effort will be made to operate tours as planned, but alterations may occur and we reserve the right to cancel after the final itinerary has been issued.

## **Tour Details**

Toilets are not available on board our coaches, although tours do stop at regular intervals. Smoking, including e-cigarettes, is not permitted in any type of vehicle, but all tours make frequent stops.

Hot food and drink is not permitted on board the coach.

Seating on coaches cannot be reserved on any tours.

Order of the Tour is subject to change and dependent on traffic conditions and/or opening hours

Finishing Point may vary from the starting point and is subject to change.

Departure Times of our tours cannot be delayed as our tours operate within the EU Driving Hours Regulations framework. Your guide will give you clear instructions as to when to return to the coach are each visit.

In circumstances where the guest(s) has not been able to re-join the tour on time and/or no-show, the guest(s) will need to make their own arrangements for the return journey, which they will incur at their own expense.

Lost Property can be collected from our office at Parfumului St. 14, District 3, Bucharest.

Personal Insurance is not included on tours. Guests must make their own arrangements prior to travel.

Passports & Visas must be carried at all times

## **Special Request(s)**

If you have any special requests please let us know at the time of booking. We will pass on all such requests to the supplier/representatives but we do not guarantee that they will be met and we will have no liability to you if they are not.

## **Insurance**

We strongly recommend the purchase of travel insurance in order to cover you and your party against the cost of cancellation by you in case of illness or accident; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses.

Adior Tour is currently only authorized to sell travel insurance to Romanian passport holders with a Romanian residential address. In purchasing travel insurance from Adior Tour, clients acknowledge that they are Romanian passport holders with a Romanian residential address and Adior Tour disclaims any and all liability with respect to a client's false or inaccurate representation relating to same. Failure to disclose relevant information will affect your insurance.

Please note we do not check insurance policies. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **Guaranteed Departures**

All tours operated by us are guaranteed departures and will operate unless force majeure circumstances or other unforeseen circumstances arise. Due to the traveller numbers on a specific tour, we reserve the absolute right to change the type, the date or style of transportation or other elements, to enable the tour to operate.

## **Fitness to Travel, Age and Medical Conditions**

If you have any medical condition, disability or special requirements which may affect your holiday, please tell us before you confirm your booking, as we are able to make enquiries of the supplier about the suitability of arrangements for you and provide replies prior to booking.

Clients are also expected to accept that the components described constitute "Adventure Travel" and that travel to and facilities in other countries will not be to similar standards which they may be accustomed to at home.

Persons over 65 years of age may be asked to provide medical evidence of fitness to travel on certain itineraries. Minors (those under 18 years of age) are accepted on some group tours operated by us at our discretion provided they are accompanied by a parent or guardian who accepts full responsibility for them. Unaccompanied minors will not be accepted. We have recommended ages for participation in group tours which act as a guide only. Adior Tour reserves the right to allow or deny younger travellers onto specific tours at our discretion.

Some itineraries may include a large amount of walking. Walking tours may take up to three hours, and walking to and from hotel and restaurants is unavoidable. The coach may not be used on all days due to driving hours legislations.

Clients agree to accept the authority and decision of our employees, tour leaders, and agents whilst on tour with us. If in the opinion of such a person, the health or conduct of a client before or after departure appears likely to endanger the safety, comfort or enjoyment of a tour, the client may be excluded from all or part of the tour, without any refunds. In the case of ill health, we may make such arrangements as it sees fit and recover the costs from the client.

If a client is excluded from the tour as above or chooses to leave the tour of their own free will or leaves the tour due to ill health or any other reason there will be no refund of the tour price, extra services, surcharges, local payments/funds or any local surcharges. All services forming part of the whole package booked will be forfeited.

## **Final Travel Arrangements – Passports, Visas and Health**

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the relevant departure point.

We can provide general information about the passport and visa requirements for your trip, but this is for guidance only and it remains your responsibility to check the requirements before you travel. Your specific passport and visa requirements, and other immigration requirements, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates prior to travel. Neither we nor the supplier accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements and normal cancellation fees will apply

We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances.

## **Behaviour**

Please be aware that the booking conditions of the supplier (ex: hotel) will normally state that your holiday arrangements can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation or other services type (ex: resort, restaurants, museums etc.) We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

All participants in tours operated by us are expected to obey the laws and regulations of the countries visited and any failure to do so may relieve us of any obligation that they may otherwise have under these booking conditions.

## **Complaints**

Where you have booked a package holiday with us or any other type of booking where we are acting as principal, please inform your Tour Leader about any queries or concerns immediately or contact us via the contact numbers listed on our website. If your complaint is not resolved locally, please follow this up within 14 days of your return home by writing to us giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay whilst on tour. If you fail to follow this procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on tour and this may affect your rights under this contract.

## **Lost Property**

Adior Tour and its staff do not accept liability in respect of any loss or damage to articles brought on tour. It is the sole responsibility of all guests to make arrangements for adequate insurance coverage on all valuable items prior to departure. Should any items be left behind at our partner hotels whilst on tour, it is your responsibility to contact the relevant hotel to make arrangements for the items to be returned. Adior Tour will assist where possible in the tracking of lost items. Should the item be found it will be posted to you. You agree to pay the relevant postage fee(s). Adior Tour accepts no liability for helping with your lost property, nor do we take responsibility for any loss or damage to your luggage while in the hotel or any other private or public places.

## **Limits on Responsibility**

Adior Tour, its employees, officers, directors, successors, agents and assigns, does not own or operate any entity which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers (including from time to time other affiliated Adior Tour companies). All such persons and entities are independent contractors. As a result, Adior Tour is not liable for any negligent or willful act of any such person or entity or of any third person.

Adior Tour, acts solely as agents for the client with respect to all transportation, hotel and other tour arrangements. In that capacity, Adior Tour exercises all reasonable care possible to ensure the traveler's safety and satisfaction, but, Adior Tour neither assumes nor bears any responsibility or liability for any injury, death, damage, loss, accident, delay, or irregularity arising in connection with the services of any airplane, train, ship, automobile, motor coach, carriage, or other conveyance, or

the actions of any third-party involved in carrying the traveler or in affecting these tours. Adior Tour is not responsible for damages, additional expenses, or any other losses due to cancellation, delay or other changes in air or other services, sickness, weather, strike, war, civil disturbances, acts or threats of terrorism, travel warnings or bans, termination or suspension of war risks or other carrier insurance, quarantine, acts of God or other causes beyond its control. All such losses must be borne by the traveler. Adior Tour is not responsible for delays, changes or cancellation costs due to incorrect, incomplete or expired traveler documents. In the event of cancellation, delay or rescheduling mandated by any of the aforesaid causes beyond Adior Tour' control, the passenger shall have the option of accepting in lieu of the original tour such rescheduled tour or other substituted tour(s) as may be offered, or else, receiving a refund of as much of such advance tour expenditures as Adior Tour can recover on the traveler's behalf from carriers, third-party tour vendors, etc., but, Adior Tour shall not have any obligation or liability to the traveler beyond the foregoing. Adior Tour reserves the right to make alterations to the tours itinerary and to substitute hotels, vehicles, or activities if this is required. Adior Tour reserves the right to cancel, delay, or reschedule any tour prior to departure, and, so long as this is not due to any of the aforesaid causes beyond our control, the passenger shall be entitled to a full refund of all monies paid to that point if he/she so desires, less any non-refundable deposits and/or monies or uncollectible expenses incurred.

In addition and without limitation, Adior Tour is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

Risks: There are certain inherent risks in adventure travel of the type involved here. These include, but are not limited to, hiking, walking safaris, climbing injuries and altitude sickness, and in all trips dangers of animals, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Passenger assumes all such risks with regard to these possibilities.

Travel Advisories/Warnings: It is the responsibility of The Traveler to become informed about the most current travel advisories and warnings.

Travelers Representations: The Traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the tour. Adior Tour reserves the right to decline to accept anyone on a trip. Adior Tour reserves the right to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

### **Force Majeur**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear

disaster, fire, chemical or biological disaster and all similar events outside our control or the control of the supplier concerned.

### **Law and Jurisdiction**

These terms and conditions are governed by Romanian law and any dispute arising between the parties is subject to the exclusive jurisdiction of the courts of Romania.

If any exclusion(s) or limitation(s) contained in these Conditions is found, in whole or part, to be unlawful, void or for any other reason unenforceable for any purpose(s), that exclusion(s) or limitation(s) or the part(s) in question shall be deemed severable and omitted from these Conditions for that purpose / those purposes. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of these Conditions.

### **Conditions of Suppliers**

Many of the services which make up your holiday and/or tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your agreement with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

### **Data Protection and Privacy Policy**

Please click [here](#) to read Adior Tour's Data Protection and Privacy Policy.

## **SECTION 2 - APPLICABLE TO ALL BOOKINGS (EXCEPT TO PACKAGE TRAVEL BOOKINGS)**

Please read this section in conjunction with our General Terms and Conditions above.

### **Payments**

Adior Tour accepts the following payments: via Bank Transfer and Credit Card (Visa and MasterCard).

At the time of booking you may be required to pay a minimum deposit of 20% of the tour price and the rest of the payment must be made due date notified to you in written.

#### **Payment – for group bookings**

Where 10 people or more are booked on the same reservation, you will be required to make deposit payments as set out below:

30% deposit payment due when the booking is created.

The rest of the balance must be made due date notified to you in written.

In case your booking is made less than 30 days before your arrival you will be requested to make a full payment.

If full payment is not received by the balance due date, we hold the right to cancel your booking, even if it has already been confirmed and charge the cancellation fees set out in our Terms and Conditions.

Please take note that while Adior Tour does not charge any payment processing fees, you may incur any type of charges set by your bank or credit card provider, when using your card to make an online

payment or make bank transfer. Adior Tour is based in Romania and cross border and/or additional charges may be incurred if you are based in or outside of Europe. These charges are set by your bank or credit card provider and not by Adior Tour. These charges are non-refundable. If you are unsure if you will incur charges, please contact your bank before making a payment online.

### **Cancellations and Refunds**

<b>Period before the tour starts within which notice of Cancellation by you is received</b>	<b>Amount of cancellation charge</b>
29 days or more before the tour starts	0 (Full refund of deposit)
16 - 29 days before the tour starts	Loss of deposit
15 or less before the tour starts	100% of travel cost

### **SECTION 3 - APPLICABLE TO PACKAGE TRAVEL BOOKINGS**

This section only applies to Package Travel booked with Adior Tour. Please read this section in conjunction with our General Terms and Conditions above.

#### **Definition of Package Travel**

A “Package Travel” exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package. Where you have booked a Package Travel with us, we will accept responsibility for it in accordance with these General Terms and Conditions as an “Organiser”.

#### **Payments**

Adior Tour accepts the following payments: via Bank Transfer and Credit Card (Visa and MasterCard).

When you book a Package with us, you must pay:

- a. Either a minimum deposit of 30% of the tour price due when the booking is created. And the rest of the payment must be made due date notified to you in written.
- b. Or the full balance of the total offered price due when the booking is created, if booking in less than 45 days before the scheduled date of the tour.

There will be no change made to the price offer once the booking is confirmed by Adior Tour.

#### **Changes Requested by You**

If you wish to change any part of your Package after your deposit has been paid, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change.

Where we can meet a request, most minor changes may be possible without any additional cost. However, some changes may require extra costs and/charges imposed by any of our supplier. You



should be aware that these costs may increase the closer to the departure date that changes are made and you should contact us as soon as possible.

No deposit payments can be placed on "hold" and customers looking to change their selected tour must select a new tour and date presented by us or displayed on the Adior Tour website at the time of informing us of the change.

Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given by you and checked and confirmed by Adior Tour.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

### **Changes Made by Us**

It is unlikely that we will have to make any changes to your Package, but sometimes we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date.

Most alterations will be minor and while we will do our best to notify you of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you.

Examples of "minor changes" include the following when made before departure:

- A change of outward departure and/or arrival time or overall length of your holiday of twelve hours or less.
- A change of accommodation to another of the same standard or classification.
- Replacing one or more destinations or included experiences with comparable alternatives.
- Changing the order of the itinerary (without affecting the destinations and included experiences).

Rarely, we may have to make a major change to your Package. Examples of "major changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.

If we have to make a major change, we will tell you as soon as possible via email and if there is time to do so before departure, we will offer you the choice of (for major changes):

1. accepting the changed arrangements;
2. having a refund of all monies paid; or
3. accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 calendar days of our offer in writing. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

## **Cancellations and Refunds**

If you or any other member of your party decides to cancel your confirmed Package you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices or by email (when you receive an email response confirmation from us)

<b>Period before the tour starts within which notice of Cancellation by you is received</b>	<b>Amount of cancellation charge</b>
60 days or more before the tour starts	0 (Full refund of deposit)
29 - 60 days before the tour starts	Loss of deposit
30 or less before the tour starts	100% of travel cost

## **Accommodation Ratings and Standards**

On any of our tours, accommodation is provided in double room accommodation, which may be two single beds or a double bed and a bunk bed.

Two travellers booking together will be accommodated in a double room. Three travellers booking together will be accommodated as follows: two travellers will be roomed in one double room; the third person will be accommodated in a second double room.

Triple rooms can be requested, but cannot be guaranteed in every location in which event the above situation applies. Most hotels have rooms that will take an extra bed if required. These extra beds may be bunk beds, fold-away beds or sofa beds. Where an extra bed is added this may limit the space available.

Single rooms do not always match up either in size or facilities to twin bedded rooms.

Please note that in some properties, lifts may not directly service all floors and access to and from these floors may be by stairway only. Please note that porter services are not standard and not available at many hotels.

Accommodation ratings are displayed as provided by the supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Hotel standards and ratings are according to Romania's standard and may vary between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

## **Meals**

Meals are included as stipulated in the tour itinerary, check your specific tour itinerary for details of which meals are included. Vegetarians can be catered for, so please inform us at the time of booking. Please be aware that in Romania vegetarian meals are classified as meals without meat or fish, and may not be what you are used to. Specific religious dietary requirements can be catered for by providing the vegetarian option. Non-included meals are at your own expense. This allows you the opportunity to try the local cuisine.

There is always an excellent range of restaurants and supermarkets to choose from in each destination. You will also need to purchase drinks and snacks for long bus or coach journeys as there may not be the opportunity once on board.

### **Check-in & Check-out**

Generally hotel rooms will be available for check in between 12.00 noon and 15.00 with check out between 10.00 and 12.00 noon. Please note that our itineraries often require that we deviate from these times in order to stay on schedule.

### **Air Transportation**

Adior Tour will not accept any responsibility for mistakes or errors in airfare bookings made by independent third parties. It is up to the traveler to ensure the correct arrival and departure flight information from the tour start and end cities. The independent agent will arrange the best-priced airfare available in the class category you request at the time of your booking. Please note that certain airfares are subject to a service fee. Should you cancel or change your air reservation before or after your departure, cancellation penalties may apply.

Airlines concerned are not to be held responsible for any act, omission or event during the time passengers are not on board their planes or conveyances. These programs may use the services of any IATA carrier. International air carriers are subject to international air conventions limiting their liability. The limitations of liability are contained on the reverse side of the airline ticket and form part of the terms and conditions of this package. The passage contract in use by these companies, when issued, shall constitute the sole contract between the companies and the purchaser of these travel programs and/or passage.