

TERMS AND CONDITIONS OF TOURS

Company Name: Joseph Quinn Ltd

Company Number: 15475968

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Please read these Terms before booking. They contain important cancellation, safety, insurance and liability provisions.

1. DEFINITIONS

“Company” means Joseph Quinn Ltd.

“Customer” means any the Lead Booker, the person making the booking.

“Vehicle” means any motor vehicle supplied, sourced, brokered, marketed, stored, transported or sold by the Company.

“Order” means any signed order form, invoice, purchase agreement, reservation agreement, electronic acceptance or written instruction provided by the Customer.

“Deposit” means any reservation fee, holding deposit or part-payment made by the Customer.

“Services” means vehicle tours, storage, transport, detailing, preparation, concierge services and associated automotive services.

2. About these Terms

These Terms govern bookings for driving tours and related services supplied by JOSEPH QUINN LTD (the Company, we, us or our). The person making the booking is the Lead Booker. Every driver, passenger or other person attending a tour is a participant. The booked tour and any related services described in the booking confirmation are the Services.

A contract is formed when we issue a booking confirmation after accepting the booking and any required payment. The contract consists of the booking confirmation, these Terms and any written tour-specific requirements supplied before booking. If they conflict, the booking confirmation takes priority for tour-specific details.

The Lead Booker confirms that they have authority to book for all Participants, will give them these Terms and all safety information, and is responsible for making payments due under the booking. Each Participant must comply with the safety and conduct provisions.

3. Eligibility and Participant responsibilities

Each driver must, throughout the tour:

- hold a full, valid driving licence accepted in every country or territory on the route, together with any required international driving permit;
- meet all age, experience and other conditions imposed by law and by their motor insurer;
- be medically and physically fit to drive safely and tell us, in confidence where appropriate, of anything that could materially affect safe participation;
- carry all documents required for the tour, including photographic identification, driving licence, vehicle registration documents, insurance evidence, breakdown cover and any visa or travel documents; and
- follow applicable laws, road signs, speed limits and the lawful and reasonable instructions of tour staff.

Passengers must meet any tour-specific minimum age or other eligibility requirements stated before booking. A Participant who fails an eligibility or document check may be refused participation. Any refund will be determined under section 7 and applicable law.

4. Booking, prices and payment

The price, deposit and payment schedule are shown during booking or in the booking confirmation. Unless the booking confirmation says otherwise:

- the deposit is due when the booking is made; and
- the balance is due 60 days before the tour starts, or immediately if the booking is made within that period.

A price is not fixed until we confirm the booking. After confirmation, we will not change the price except to correct an obvious error, reflect a change requested by the Lead Booker, or pass on a tax or government charge introduced or changed after booking where the law allows. We will explain any permitted change before collecting it.

If a payment is overdue, we may give the Lead Booker a reasonable deadline to pay. If payment is still not made, we may treat the booking as cancelled by the Lead Booker and apply section 7.

A booking may be transferred or a Participant replaced only with our prior written agreement and subject to eligibility, supplier restrictions and reasonable costs we actually incur. Any request should be made promptly.

5. Participant-owned vehicles

Unless the booking confirmation expressly states otherwise, each driver supplies their own vehicle. The driver is responsible for ensuring that it is legal, taxed or registered as required, roadworthy, suitably maintained and appropriate for the route, weather and tour requirements.

We may carry out or request a visual or document check, but this is not a mechanical inspection and does not transfer responsibility for the vehicle to us. We may refuse or suspend a vehicle where we reasonably believe it is unsafe, unlawful, unsuitable or likely to disrupt the tour.

The Participant is responsible for ordinary vehicle operating costs and for loss, damage, wear, mechanical failure, recovery, towing, storage, repair and onward transport relating to their vehicle, except to the extent caused by our breach of contract, negligence or other legal responsibility.

6. Insurance and breakdown cover

Before and during the tour, every driver must maintain motor insurance valid for the vehicle, driver, route, countries and activities involved. Cover must satisfy all compulsory legal requirements and should include comprehensive accidental-damage cover, third-party liability, and suitable European or overseas cover where relevant. The Participant must check with their insurer that taking part in an organised driving tour does not invalidate or restrict cover.

Drivers must also hold suitable breakdown and recovery cover for the complete route. We may require evidence of insurance or breakdown cover before departure. We do not arrange, advise on or guarantee the adequacy of a Participant's insurance unless expressly agreed in writing.

7. Safety and conduct

Safety briefings and notified meeting points are mandatory. Seatbelts must be worn wherever fitted and required. Participants must drive to the conditions and maintain a safe distance; following a guide vehicle never relieves a driver of responsibility for their own decisions.

The following are prohibited:

- speeding, racing, competitive driving, drifting, burnouts, stunts, reckless overtaking or other dangerous driving;
- driving while affected by alcohol, illegal drugs, medication, fatigue, illness or any other impairment;
- using a hand-held phone or other device while driving where unsafe or unlawful;

- harassment, threats, abusive or discriminatory behaviour, or deliberate damage; and
- ignoring a lawful safety instruction or creating a material risk to any person, vehicle, property or the tour.

We may warn, suspend or remove a Participant where reasonably necessary for safety, legal compliance or the enjoyment of others. In a serious or urgent case we may act immediately. A Participant removed for their own breach is responsible for their onward travel and will not receive a refund for Services already supplied or costs we cannot reasonably recover, subject to applicable law.

8. Cancellation by the Lead Booker

Cancellation must be made by a clear written statement using the contact details in the booking confirmation. It takes effect when received. Unless a different cancellation schedule was clearly disclosed before booking, the following applies:

- more than 60 days before the start date: we retain the deposit and refund other tour payments;
- 60 days or fewer before the start date: cancellation charge of up to 100% of the tour price; and
- no-show or departure after the tour begins: no refund for unused Services.

A cancellation charge will not exceed the loss we reasonably expect or actually incur as a result of the cancellation, taking account of costs saved and our ability to resell the place. If our actual loss is materially lower than the stated charge, we will make an appropriate refund. We may ask for reasonable evidence when considering an exceptional request, but travel insurance is strongly recommended.

The statutory 14-day cancellation right for many distance contracts does not normally apply to leisure services supplied on a specific date or during a specific period. Any statutory right that does apply remains unaffected.

9. Changes or cancellation by us

Routes, timings, hotels, stops and activities may need to change because of weather, road closures, government action, safety, vehicle or supplier availability, operational requirements or events outside our reasonable control. We may make a minor change where it does not materially reduce the overall Service and will tell the Lead Booker as soon as reasonably possible.

If, before departure, we make a significant change to a main characteristic of the tour, the Lead Booker may accept the change, accept a suitable alternative if offered (with a price adjustment where appropriate), or cancel within the reasonable deadline we provide and receive a refund of payments for Services not supplied.

If we cancel the tour before it begins, we will offer a suitable replacement where available or refund the tour payments we received. We are not responsible for independently booked travel, accommodation or other arrangements, except where

the loss was foreseeable and caused by our breach or negligence. Participants should use flexible bookings and suitable travel insurance.

If an unavoidable and extraordinary event affects a tour after departure, we may alter the route or Services to protect Participants and continue the tour where reasonably possible. Rights and refunds will depend on the Services affected, costs avoided or recovered, and applicable law.

10. Accommodation and third-party services

Where accommodation, meals, ferries, attractions or other third-party services are included, their reasonable rules may apply and will be made available where relevant. We remain responsible for Services we have contracted to supply and do not exclude responsibility merely because a supplier performs them.

Where the booking constitutes a package or linked travel arrangement, the Package Travel and Linked Travel Arrangements Regulations 2018 may provide additional rights. Nothing in these Terms reduces those rights. Services booked independently by a Participant are outside our contract.

11. Personal property, fines and costs

Participants are responsible for their money, luggage, documents and other belongings. We are not responsible for loss or damage unless caused by our breach, negligence or other legal responsibility. Property found should be reported promptly; reasonable storage or return costs may be charged.

Each Participant is responsible for fines, penalties, tolls, congestion or clean-air charges and similar costs arising from their vehicle or conduct. If we reasonably pay such a sum on their behalf, they must reimburse us together with any reasonable administration cost disclosed and supported by evidence.

12. Photography and privacy

We may take photographs or video for tour administration, safety records and legitimate promotional purposes. We will provide a reasonable way to opt out of identifiable promotional use before or during the tour, although incidental inclusion in crowd or background footage may not always be avoidable. Any separate model release will be optional and will explain the intended use.

Personal information is handled in accordance with our privacy notice and applicable data protection law. Participants should not publish material that unlawfully invades another person's privacy or infringes their rights.

13. Risk and our responsibility

Driving tours involve risks that cannot be eliminated entirely, including road conditions, weather, other road users, fatigue, breakdown and mechanical failure. Participants must make their own safe driving decisions and are responsible for risks arising from their own vehicle, choices and conduct.

We will provide the Services with reasonable care and skill. Nothing in these Terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or a consumer's statutory rights.

Subject to the paragraph above, we are responsible for loss or damage that is a foreseeable result of our breach of contract or failure to use reasonable care and skill. We are not responsible for loss that was not foreseeable, was caused by a Participant or an independent arrangement, or could reasonably have been avoided by the Participant.

The Services are supplied for private use. If a Participant uses them for a business purpose, we are not liable for loss of profit, business, revenue, anticipated savings, goodwill or business opportunity. Any business booking should contact us for separate terms.

14. Events outside our reasonable control

Neither party is responsible for delay or failure caused by an event outside their reasonable control, except that this does not affect payment obligations already due or rights relating to Services not supplied. The affected party must take reasonable steps to reduce the impact and resume performance where possible.

15. Complaints

Please raise a problem with the tour leader promptly so that we have a fair opportunity to help. A complaint after the tour should be sent in writing using the contact details in the booking confirmation, with the booking reference and relevant evidence. We will acknowledge and investigate it within a reasonable time. This process does not restrict any legal right or remedy.

16. General

We may update these Terms for future bookings. The version supplied or made available when the booking is confirmed applies to that booking unless a change is required by law or is agreed with the Lead Booker.

If any provision is found unlawful or unenforceable, the remaining provisions continue in effect. A delay in enforcing a right is not a waiver. No person other than the parties has a right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999, except that a Participant may rely on a provision expressly intended to benefit them.

Notices may be given using the postal or electronic contact details in the booking confirmation. The Lead Booker must keep their contact details current.

17. Governing law and courts

These Terms and the contract are governed by English law. A consumer who lives in Scotland, Wales or Northern Ireland retains any mandatory protections of the law

where they live and may bring proceedings in the courts of the part of the United Kingdom where they live. Otherwise, the courts of England and Wales have jurisdiction.

18. Acceptance

By completing the booking, the Lead Booker confirms that they have read and accepted these Terms and will bring them to every Participant's attention. Each Participant agrees to follow the eligibility, vehicle, insurance, safety and conduct requirements as a condition of taking part.