

1 INTRODUCTION

1.1 NATURE OF THESE TERMS:

These Terms apply to the provision of tours and package holidays by Real Russia.

These Terms & Conditions (the “Terms”) together with information on the Real Russia website and all other relevant information given to you by us form the basis of your contract with Real Russia (the “Contract”). Please read them carefully as they set out our respective rights and obligations. By asking us to undertake a service or make a booking, we are entitled to assume that you have read these Terms and agree to them.

In these Terms, references to ‘Real Russia’, ‘we’ and ‘us’ are references to Real Russia Limited, a company registered in England with company registration number 5577776. Our UK office is located at 3 The Ivories, 6 Northampton Street, Islington, London, N1 2HY. Our VAT number is 879160977. We operate the website at <http://www.realrussia.co.uk/>.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time. Please check these Terms to ensure you understand the terms which will apply at any time that you request our services.

These Terms, and any Contract between us, are only in the English language.

1.2 CONTENTS

These Terms are split into a number of sections, these sections set out the terms and conditions regarding:

[Section 1: Key Terms](#)

[Section 2: Rail Travel](#)

[Section 3: Accommodation](#)

[Section 4: Transfers, Excursions and Guides](#)

[Section 5: City Tours, Fixed Tours and Individual Tours](#)

[Section 6: Complaints](#)

[Section 7: General](#)

1.3 OUR BUSINESS

Real Russia is a specialist travel agency supporting tourists and business travelers alike.

Tours in Russia and the Commonwealth of Independent States will be provided by our fully bonded Russian Tour operator, OOO East West Link. They are registered in Russia as Licensed Tour Operator № 001861 and their principal office is at 9 Bolshaya Maryinskaya Street, Building 1, Office 313, Moscow, 129 085.

OOO East West Link act as our sub-contractors; any questions you may have about your tour should be directed to us unless we instruct you otherwise.

1.4 CONTACTING US

If you have any questions regarding these Terms do not hesitate to contact us by using the details shown on our [Contact Us Page](#).

1.5 TIMESCALES

In these Terms, "working" or "business" days are defined as days that include Monday through to Friday and exclude weekends, UK public holidays or public holidays of countries of consulates and government organisations involved in the processing of your services. For the avoidance of doubt, excluded days (also known as "non-working" days) should not be included in any calculations when estimating the timescales for the provision of your requested services.

1.6 PAYMENT

Prices for travel services are quoted in the following currencies:

- British Pounds (GBP)
- Euros (EUR)
- United States Dollars (USD)

Payments taken online or by credit/debit card will be converted to British Pounds at the prevailing rate of the card issuing bank at the time of payment.

For full payment options and any current applicable surcharges please see the following link: <http://www.realrussia.co.uk/faq2.asp#faq27>

You are responsible for any additional costs involved in making a payment or refund transaction including, but not limited to, bank transfer charges, credit card surcharges and currency conversions.

Deposits are non-refundable except where otherwise expressly stated in these Terms.

All prices quoted are inclusive of any applicable UK or other countries local taxes and fees and are valid for the day of quotation only.

Quotations for tours and complex journeys are valid for 7 days.

1.7 PASSPORTS & TRAVEL DOCUMENTATION

Please note that you are entirely responsible for ensuring that everyone in your party has the necessary correct and up-to-date personal documentation before you start any journey, tour or trip. We do not accept liability if you are refused entry onto transport or into any country due to failure on your part to carry correct documentation.

No refunds will be applicable for the failure to have any necessary travel or other documentation and if this failure results in fines, surcharges, other financial penalties, costs or expenses being imposed or incurred by us, you will be responsible for reimbursing us accordingly.

It is your responsibility to ensure that you have the necessary visas and travel documents to enter the countries you plan to visit or transit through. You must check immigration requirements with the relevant embassy or consulate of the country/countries you plan to visit or transit through.

For any of our travel services we can provide, on request, a provisional itinerary for each tour detailing what countries the tour passes through.

Real Russia can provide full visa services for UK residents. For non-UK residents we have developed an international network of approved visa agencies to help our customers process the necessary visas for their trip. For residents where we do not have an approved visa agent, you may process your visa application directly with your local consulate or use a local visa agent. Once you have booked your travel services through us, we will provide you with the necessary visa support documentation required to process your application.

Please visit our website <http://www.realrussia.co.uk/visas> for further information.

1.8 INSURANCE

You must ensure that you take out sufficient and appropriate travel insurance cover. We recommend you do this at time of booking so that your deposit is recoverable in the event of a cancellation. It is your responsibility to ensure that the travel insurance cover you purchase is suitable and adequate for your needs.

1.9 HEALTH

1.9.1 VACCINATIONS AND HEALTH PRECAUTIONS

It is your responsibility to ensure that you are aware of all the recommended vaccinations and health precautions in good time before departure.

1.9.2 MEDICAL CONDITIONS / DISABILITIES / REDUCED MOBILITY

Regrettably some train travel, tours, city tours and excursions are not suitable for customers with certain disabilities and can also be physically demanding. Please let us know if you suffer from any medical conditions or physical disability which may affect your travel arrangements or you have any health, mobility or fitness concerns which may affect your ability to cope with the tour before booking is made. If you are in any doubt about whether you should undertake any tour or activity, you should consult a competent medical adviser.

We accept a booking upon the clear understanding that each passenger has made an honest declaration of their health and fitness at the time of booking. If any passenger has any actual or suspected medical condition, disability or restriction of mobility which may actually or potentially affect their trip, they must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs.

When submitting a booking, each passenger confirms that they either have, or will obtain, suitable travel insurance that will subsequently cover any penalties or costs associated with them having to cancel or curtail their tour.

If we reasonably feel unable to properly accommodate the particular needs of the passenger concerned, we reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details. In this case we will consider that you have cancelled your trip and cancellation charges will be incurred on the basis set out in Paragraph 5.9.

1.10 SPECIAL REQUESTS

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavor to pass any reasonable requests on, we cannot guarantee any such request will be met. Confirmation that a special request has been noted or passed on to our suppliers will be included on your booking confirmation is

not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

1.11 DELIVERY AND PRICING OF TICKETS

Please note that courier and postage costs which we incur on your behalf are not refundable. We offer a range of delivery options and we strongly recommend that you (i) carefully consider which option is most suitable for your needs and (ii) ensure that you know the value to which the tickets will be covered in the case of loss or damage by the chosen delivery agent.

Please note that commission may be charged for the provision of tickets, as such there may be a difference between the price which you pay to us and the prices at which tickets are available on the day that you travel.

1.11 PRICING ERRORS

Please note changes and errors do occasionally occur. We reserve the right to increase / decrease and correct errors in advertised prices at any time before your booking is confirmed.

1.12 SAFETY WHILE TRAVELLING

We cannot be responsible for the safety of passengers or their belongings. In the event of personal injury, damage or loss we shall provide all reasonable help. Our assistance does not replace the assistance to be expected from travel insurance, nor shall it replace the assistance of any responsible consulate.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from:

- an act or omission by any passenger; or
- an act or omission of a third party not connected with the provision of the service which was unforeseeable or unavoidable.

Before travel it is advisable to check with your local government office for any travel advice for the countries you are intending to visit.

1.13 OVERSEAS STANDARDS

You may experience laws and standards that may not be the same as you are used to. You may visit countries with less advanced infrastructures. You should be aware that the travel services industry in Russia and surrounding region continues to develop, in some cases it may not be to the standard of European delivery and expectations, please bear this in mind before booking when considering any trip to Russia and the surrounding countries.

1.14 CANCELLATION OF A SERVICE BY US AND EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

An "Event Outside Our Control" means any unforeseeable act or event beyond our reasonable control which could not have been avoided even if all due care had been exercised.

This may include, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation

for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract (i) we will contact you as soon as reasonably possible to notify you; and (ii) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of our services to you, we will, where we feel it is reasonably possible (in light of the nature and duration of the event), arrange a new delivery date with you after the Event Outside Our Control is over.

1.15 OUR RESPONSIBILITIES TO YOU

1.15.1 PROVISION OF THE SERVICES

We will endeavor to provide you with the services that you have ordered from us, within the timescales estimated, in a professional and efficient manner.

1.15.2 OUR GENERAL LIABILITY TO YOU

If you are dealing as a consumer, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

If you are dealing as or pursuant to a business (i) we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity; and (ii) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the service fees that you have paid to us.

Our liability shall in all cases be limited to a maximum of three times the cost of your travel arrangements.

We do not in any way exclude or limit our liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other form of liability which we cannot lawfully exclude.

1.15.3 OUR LIABILITY UNDER TRAVEL CONVENTIONS

Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any rail, sea or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay will be limited to the amount the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, COTIF, The Convention Concerning International Carriage by Rail and the Athens Convention for international travel by sea).

Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim.

Please contact us using the details set out in Paragraph 1.4 above should you wish to request a copy of any of the conventions referred to in this Paragraph 1.15.

2 RAIL TRAVEL

All bookings are accepted on the basis that we will use all reasonable endeavors to secure you the tickets and arrangements requested. Acceptance of a request does not imply availability of a ticket. Ticket requests are generally processed by our Russian office on a “first come first served” basis during working hours Monday to Saturday in Russia (excluding Russian state holidays). Generally, we require at least 24 working hours notice to book a ticket.

2.1 TICKET AVAILABILITY

We require that you pay for train tickets in full, inclusive of any delivery charges, before they are issued.

Tickets will only be issued once the journey and passengers’ details have been confirmed in writing.

Where we are booking more than one train journey as part of your trip you should be aware that generally these will be booked individually and while we will endeavor to book all the legs and services requested we cannot guarantee this. Where we cannot book a specific train or the required service then we will offer alternative options (where such options are available). If you decide to change or cancel any pre-booked tickets then the cancellation or change of those tickets follows the policy outlined in these Terms.

Where multiple passengers are travelling together we will always endeavor to ensure that they are in the same cabin or compartment unless otherwise instructed. However, where there is limited availability and it is not possible to book the same cabin or compartment we will book what is available, unless otherwise instructed. In such a situation we will offer alternative options (where such options are available). If you decide to change or cancel any pre-booked tickets then the cancellation or change of those tickets follows the policy outlined in these Terms.

Certain routes within Russia, for example Moscow to St Petersburg, operate a variable pricing policy which means that we cannot guarantee prices for longer than 24 hours.

The most popular routes in Russia can sell out within days of going on general sale, therefore there will occasionally be insufficient seats available in the class which you have requested, in these cases we will offer an alternative class or train to suit your requirements (where such alternatives are available), if the alternative offered is not suitable, you will be entitled to a full refund including any deposit paid.

Rail tickets within Russia are available for sale 45 days prior to departure; international rail tickets are available 60 days prior to departure, actual issue of tickets for certain routes only takes place 2-3 weeks before departure, so please bear this in mind when requesting any ticket.

2.2 TRAIN EXPECTATIONS

Please ensure that you are fully aware of the layout, amenities and cabin arrangements for the class you have chosen, as layouts change from train to train. This information can be found on our site [here](#). Be aware that you may be sharing your compartment with strangers if you do not fully book the whole cabin for you and your travelling companions.

Trains across the region can vary in age, standards, amenities and layout, which means that, particularly in high season, standards may not be to that of European delivery. There are generally no showers on trains, no internet connection and only 2 toilets at the end of each carriage. Sleeping accommodation on trains is likely to take the

form of seating that converts to a berth at night. These points should be considered before making any booking that includes a train journey.

For further information on train travel in Russia and the surrounding region please see the following link: <http://www.realrussia.co.uk/info/faq>

2.3 FIRST CLASS TICKETS

For Trans-Sib and other rail journeys, if you request a first class cabin then we will do our best to obtain this. However, this may not always be possible as the number of first class cabins is very limited and there are certain routes that offer no first class cabins at all. In this situation we can offer the following alternatives:

1. Where two persons are travelling together:
 - a. Obtain all four places of a second class cabin for your sole use at no additional cost to you;
 - b. Offer an alternative train where a first class cabin is available (this may not be on the date requested for travel); or
 - c. Cancel your booking at no cost to yourself.
2. If you are a single traveler:
 - a. Offer second class cabin & refund the difference in cost;
 - b. Offer an alternative train where a first class cabin is available (this may not be on the date requested for travel); or
 - c. Cancel your booking at no cost to yourself.
3. Group of 3 or more:
 - a. Obtain all four places of a second class cabin for your sole use at no additional cost to you;
 - b. Offer second class cabin & refund the difference in cost;
 - c. Offer an alternative train where a first class cabin is available (this may not be on the date requested for travel); or
 - d. Cancel your booking at no cost to yourself.

Some routes have no more than 1 train running in high season, therefore availability of first class cabins cannot be confirmed until the tickets are actually on sale which can be as little as 20 days before departure date for some routes.

2.4 PAYMENT FOR A TRAIN TICKET AS AN INDIVIDUAL SERVICE

2.4.1 RUSSIAN DOMESTIC

It is not possible to confirm the prices of domestic Russian rail tickets (including local services such as Moscow to St Petersburg), or to issue the tickets more than 45 days prior the departure of the train.

To allow you to budget and plan your trip in advance, we offer the following waiting list facilities:

1. You may reserve a ticket at any point up until 61 days prior to departure; we will place your booking on hold and will contact you 60 days prior to departure to request full payment at the current ticket price; and
2. On day 45 before departure (the day the tickets become available for sale) we will attempt to book and issue the ticket and an adjustment of the ticket price paid may be made.

If it is not possible to book the requested ticket due to lack of availability you will receive a full refund of all monies paid.

If the price of your ticket has increased you will be required to pay the difference.

If the price of your ticket has reduced we will refund the difference between the pre-payment and the final price.

If you pay within 45 days of departure we can offer no guarantee that we can obtain the ticket you have requested, however we will inform you as soon as reasonably possible if we cannot obtain the requested tickets.

2.4.2 INTERNATIONAL

It is not possible to confirm the prices of International Russian rail tickets (including services such as the Trans-Mongolian Express), or to issue the tickets more than 60 days prior the departure of the train.

However, to allow you to budget and plan your trip in advance, we offer the following facilities:

1. You may reserve a ticket at any point up until 76 days prior to departure by paying a £50 deposit; we will then place your booking on hold and will contact you 75 days prior to departure to request full payment at the current ticket price. We will prioritize your booking and where possible pre-send your booking to our suppliers to prioritize your tickets on the day of sale; and
2. On day 60 before departure (the day the tickets become available for sale) we will attempt to book and issue the ticket and an adjustment of the ticket price paid may be made. If it is not possible to book the requested ticket due to lack of availability you will receive a full refund of all monies paid.

If the price of your ticket has increased you will be required to pay the difference.

If the price of your ticket has reduced we will refund the difference between the pre-payment and the final price.

If you pay within 60 days of departure we can offer no guarantee that we can obtain the ticket you have requested, however we will inform you as soon as reasonably possible if we cannot obtain the requested tickets.

2.5 CANCELLATION OF TRAIN TICKET AS AN INDIVIDUAL SERVICE BY YOU

In general, there is a sliding penalty for canceling tickets that is dependent upon a wide range of factors which means that there may be between a 100% refund to none at all. Please see [here](#) for the current standard cancellation charges though note that specific routes, trains or railway networks may have different penalties.

In any case of cancellation by you or amendment requested by you of an issued ticket there is a standard administration charge of £10.00 per ticket in addition to any charges rendered by the issuing agent.

In general, it is possible to make changes to issued tickets; however these changes are subject to availability and terms of issue. Additional charges may be applied including, for example, charges rendered by the issuing agent.

Refunds will only be made only after the ticket issuer has confirmed to us any fines or penalties to be applied.

If a free visa support document has been provided as part of the booking then the cost of the visa support will be deducted before any refund is made.

We must have the tickets in our possession to issue a refund or amend them. If you have the tickets in your possession and you wish to cancel or amend them then you must first return them to our Moscow office at your cost; we will use the date on which we receive the tickets from you as the date for calculating the refund or amendment charge (not the date you inform us that you wish to cancel or change your tickets).

3 ACCOMMODATION

3.1 ACCOMMODATION EXPECTATIONS

Hotel rooms, particularly in older properties, may differ in size and the amenities offered.

Hotel star ratings are an attempt to give a guide to the overall quality of the accommodation however different countries have different standards; you cannot assume, and we do not promise that, a 3-star hotel in one country is equivalent to a 3-star hotel in another.

3.2 CHECK-IN / CHECK-OUT

Most hotels and apartments operate a check-in and check-out policy based on fixed times. If you check-in before or check-out after these times you may be required to pay additional charges (depending upon the specific policies of the hotel or apartment).

We recommend you confirm your arrival time with each hotel / apartment to avoid any unnecessary problems or delays.

If you do not check in on the scheduled check-in date without informing our office in advance about any changes in your plans then refunds of unused days will not be possible.

Refunds for early check-out are subject to the policy of the hotel or apartment you are staying in.

3.3 NON-SMOKING ROOM

We cannot guarantee a non-smoking room, as some Russian hotels and those in the countries in the Commonwealth of Independent States do not differentiate between smoking and non-smoking units. If you indicate it in your request, we will be glad to pass it on to the management of each relevant hotel/apartment.

3.4 PAYMENT FOR ACCOMMODATION AS AN INDIVIDUAL SERVICE

For Hotels and Apartments (accommodation) we require that you pay a minimum deposit of the greater of (i) 20% of the total accommodation cost; or (ii) £50, in advance before we will confirm the booking.

Accommodation will only be booked when you confirm in writing the relevant hotel/apartment, room requirements and guest details to us.

All bookings are accepted on the basis that we will use all reasonable endeavors to secure you the accommodation and arrangements requested. Acceptance of a request does not imply availability of the accommodation.

The room rates are not finalised until confirmation is received from the hotel. Rates can change without notice depending on the season, local currency exchange rates, and other factors.

The balance should be paid in full at least 5 working days in advance of check-in. If the balance is not paid in this way we reserve the right to cancel the booking without notice and retain the first two nights' monies paid.

3.5 CANCELLATION OF ACCOMMODATION AS AN INDIVIDUAL SERVICE BY YOU

Should you wish to cancel your accommodation, notice must be given in writing.

The amount of cancellation fee depends on the date when the written notice of cancellation is received by us.

Accommodation cancelled at least 2 working days before check-in will be refunded in full, subject to any specific cancellation policy of the hotel or apartment.

If you wish to cancel your reservation once your booking has been confirmed, we will apply an administration charge of £10.00 per room.

If a free visa support document has been provided as part of the booking then the cost of the visa support will be deducted before any refund is made.

Booking details for accommodation may be changed up to five working days before check-in without penalty, though any balance on the difference in cost must be paid in full at the time the change is made. This is subject to any specific policy of the hotel or apartment in question. Changes made to a booking within five working days of check-in may attract a penalty charge by the hotel or apartment owner (which you will be responsible for).

4 TRANSFERS, EXCURSIONS & GUIDES

4.1 PROVISION OF SERVICE

Given, for example, the nature of the infrastructure in some areas of Russia, transfers (e.g. taxi services), excursions or guide services may be delayed. We ask that you wait at the appointed meeting place for one hour after the agreed meeting time to allow for any such delay. If we become aware of a delay we will use all reasonable endeavors to remedy it and make you aware of any resulting alterations to your itinerary.

Please note that there is a combined maximum number of passengers and standard items of luggage that may be transferred by any one vehicle, you will be advised of this limit at the time of booking. In the case where, on arrival, your luggage does not fit within the luggage compartment of the vehicle, or the number of passengers and luggage items exceeds the vehicles capacity, then additional costs may be charged which are payable directly to the driver.

For transfers in some cities there are additional charges to the standard service fee we quote for transfers that occur between certain hours, on weekends or on public holidays. We will advise you of any additional charges before you book; any such charges are payable directly to Real Russia.

4.2 PAYMENT FOR A TRANSFER, EXCURSION OR GUIDE AS AN INDIVIDUAL SERVICE

For transfers, excursions & guides booked as an individual service we require that you pay for these in full before we confirm the booking.

Transfers, excursions & guides will only be booked when you confirm the details of your booking in writing.

4.3 CANCELLATION OF A TRANSFER, EXCURSION OR GUIDE AS AN INDIVIDUAL SERVICE BY YOU

You may cancel or amend transfers, excursions, guides and translators up to two working days before delivery without penalty.

Cancellations or amendments of transfers, excursions, guides or translations by you within two working days of delivery may attract a penalty up to and including 100% of the cost of the service. The cancellation charge raised shall reflect the costs incurred or suffered by us as a result of your cancellation.

5 CITY TOURS, FIXED TOURS & INDIVIDUAL TOURS

5.1 TOUR ITINERARIES

Our tours are planned in advance and we do our best to follow the detailed itineraries shown, but reserve the right to make changes if we need to react to schedule changes or local conditions. The excursions described may also have to be amended in light of public holidays.

All tours are, by their nature, complex, and include services from many different hotels and transportation companies. It is not always possible to guarantee particular trains, hotels or excursions featured on a particular itinerary or departure date. While we will endeavor not to, we reserve the right to change any of the listed services and if necessary, even modify the itinerary itself without prior notice.

Changes to tours once the tour has already commenced may also be necessary, changes may include the sequence of visits being altered according to local conditions.

If, for any reason other than an Event Outside Our Control (see Paragraph 1.14), we are unable to provide a significant proportion of the services we had agreed to provide as part of the Contract we will do our very best to make suitable alternative arrangements. If we cannot do so or you refuse to accept these for good reasons then:

1. **If you are not already on the tour:** You may treat the change as a cancellation by us under Paragraph 5.10 (and subject to the same terms).
2. **If you are already on the tour:**
 - a. we will arrange for you to receive any assistance you may reasonably require as a result of the alterations. Please notify us or our local representative should you require such assistance; and
 - b. should you wish, we will arrange to fly you back to your departure airport (if the arrangements we agreed to provide included flights) or to transport you to the point our contracted services commenced as soon as we reasonably can.

5.2 TOUR EXPECTATIONS

5.2.1 YOUR RESPONSIBILITIES ON THE TOUR

You are expected to co-operate with us and our tour representatives to help ensure the smooth operation of the tour.

We ask that, to help avoid any delays, you do what you can to arrive at any pre-arranged meeting places promptly. If you are unavoidably delayed then any notice that you can give us or our tour representatives will be appreciated.

Please ensure that you come equipped with anything which we have informed you that you will need for the relevant section of the tour as it may not be possible to arrange alternative equipment or provisions at short notice in all areas of Russia and the Commonwealth of Independent States.

Should you fail to join the tour by the means or at the time and date previously advised to you then we will do what we reasonably can to reunite you with the tour group but we will have no responsibility to reschedule any elements of the tour which you may have missed in your absence. Any re-scheduling or additional travel required in such circumstances shall be at your own expense.

5.2.2 NOISE AND ANTI-SOCIAL BEHAVIOR

We cannot be held responsible for the behavior or noise of others.

Passengers behaving in a repeatedly disruptive or anti-social manner or who knowingly break the law may, after warning, and at the discretion of us, our representative, suppliers or subcontractors, be required to leave the tour without recompense for termination. Under such circumstances, while we shall provide reasonable assistance to help passengers ejected from the tour to return home, we shall however not be liable for any subsequent additional costs (e.g. travel, accommodation etc), nor shall we refund any monies paid as we will consider the passenger has cancelled their tour.

Please see Paragraph 5.9 for details of our cancellation charges.

5.3 TOUR BOOKING

Prices quoted are fully inclusive of all service costs, tariffs, taxes and fees at the time of quotation.

Quotations are valid for 14 days.

No tour booking will be confirmed without a completed and signed booking form and payment of a deposit equivalent to 20% of the total tour cost for each passenger.

Upon our written confirmation that we have received the completed booking form and payment of the required deposit a binding contract exists between us.

5.4 TOUR BOOKING CONFIRMATION, INVOICE AND TICKETS

When you book online via our website your booking will be acknowledged by email. The acknowledgement of your booking is not a confirmation of it.

If we accept your order then, on (i) payment of any applicable deposit and (ii) provision of any required documentation, we will send you a booking confirmation and a binding contract will exist between us.

All references in these Terms to the confirmation of your booking mean the booking confirmation and not the initial acknowledgement email.

A provisional booking can be made by phone but you must send the applicable payment / documentation within 7 days or the provisional booking will automatically lapse.

Once you have booked your tour with us and we have received your deposit we will send you a provisional itinerary. This will summarise the details of the tour, the outstanding balance and the date by which it must be received by us. Please check these details carefully ensuring that names match those on your passport as any inaccuracies may cause problems at a later date. Please contact us immediately if anything appears to be incorrect or incomplete.

Approximately 2 weeks before you travel, your final documentation will be sent to you at the address which you provide us with for this purpose.

5.5 PAYMENT FOR TOURS

We require you to send us the appropriate deposit at the time of booking. Full payment is required at the time of booking if the booking is made within 75 days of the proposed tour date.

In addition to the deposit applicable to the holiday, a further deposit is required of 20% of the additional cost for any booking variations including hotel, excursion, extension or upgrade.

Please note, deposits are non refundable except where expressly stated in these Terms.

The balance of your payment must be paid no less than 75 days before departure.

If we do not receive all payments in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid at that date. If we do not cancel straight away because you have promised to make a payment, you must pay the cancellation charges detailed in this document, which will be calculated by reference to the date we reasonably treat your booking as cancelled.

5.6 CHANGES TO TOUR PRICES

Once the price of the tour has been confirmed at the time of booking, we will only increase or decrease it if our costs increase or decrease due to changes in transportation costs or in dues, taxes or fees payable for services such as embarkation or disembarkation fees at ports or currency exchange rates which have been used to calculate the cost of the tour.

Such an increase or decrease will only be made if the amount of the increase or decrease in our costs exceeds 2% of the total cost (excluding insurance premiums and any amendment charges).

Should these price variations result in a decrease in costs then the price of your tour will be accordingly reduced and any refund paid to you.

If these price variations mean that the cost of your tour goes up then we will, in any event, absorb (and you will not be charged for) the first 2% of any such increase in cost.

Where there is a surcharge greater than 10% of the cost of the tour (excluding insurance premiums and any amendment charges), you will be offered the option to either pay the difference (subject to our payments of the first 2%) or to cancel your booking and receive a full refund.

Where the surcharge is less than 10% of the cost of the tour (excluding insurance premiums and any amendment charges), you will be offered the option to either pay the difference (subject to our payments of the first 2%) or to cancel your booking. If you cancel on this basis then we will treat it as a cancellation of the tour and will apply the cancellation procedures set out in Paragraph 5.9.

You have 14 days from the issue date printed on the surcharge invoice to inform us in writing if you wish to cancel your tour. If we do not receive your written instructions within this period we are entitled to assume that you do not wish to cancel and will pay the surcharge.

Any surcharge should be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We will not levy a surcharge within 60 days of departure.

Passengers should be advised that local duties and levies are frequently introduced, amended or increased without warning, and whilst we do our best to inform passengers of any local costs they are likely to incur, we cannot guarantee that further costs will not be imposed or increased subsequent to our recent information. Such costs remain the relevant passenger's responsibility.

5.7 TOUR BOOKINGS WITHIN 60 DAYS OF DEPARTURE

Booking requests made less than 60 days before the tour start date may be subject to additional charges (which will notify you about in writing). In the event that we accept such a booking we will contact you to let you know of any special conditions, a due date by which we must receive full payment of the tour cost and any additional charges and the details we require regarding each passenger for the booking to be effective.

We cannot guarantee the availability of all individual elements of the advertised itinerary in the event of such a late booking. For example 1st class cabins, certain trains or departure dates may no longer be available, in these cases we will offer an alternative at the same value (if such an alternative is available). If you do not accept the alternative, you can cancel your booking with no penalties.

5.8 ALTERATIONS TO YOUR TOUR BOOKING

Any alterations requested 75 days or more prior to departure will be subject to an alteration fee of £10 together with any costs or charges incurred or imposed by any of our suppliers.

Any alteration to your booking requested less than 75 days prior to departure will be regarded as a cancellation and we will apply the cancellation procedures set out in Paragraph 5.9. We will bring this to your attention before proceeding with such a cancellation.

5.9 CANCELLATION OF A TOUR BY YOU

5.9.1 CANCELLATION CHARGES AND PROCEDURES

Should you wish to cancel your tour, notice must be given to us in writing. Such a cancellation will be deemed to be effective when the written notice of cancellation is received by us.

However the cancellation arises, the level of our cancellation fees depends on the date the cancellation is effective. The scale of cancellation charges is as follows:

Time we receive your notice to cancel	Cancellation Charge
76 days or earlier	Loss of deposit
61 to 75 days	30% of total tour cost
46 to 60 days	50% of total tour cost
15 to 45 days	80% of total tour cost
Less than 14 days before the tour start date	100% of total tour cost

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges under the terms of your travel insurance cover.

We are unable to refund any money in respect of services from which passengers withdraw after the commencement of the tour.

5.9.2 WAIVER OF LEGAL CANCELLATION RIGHTS

If you are dealing as a consumer please note that, given the time sensitive nature of securing tickets and bookings for tours, we believe that it is reasonable for you to waive any cancellation rights that may be granted to you under the Consumer Protection (Distance Selling) Regulations 2000 and/or the and/or the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as applicable).

These regulations grant consumers certain rights to cancel a contract made over the internet up to fourteen days after placing their order. These rights can be waived in the event that it is important that services are provided promptly / from the date the Contract is entered into.

Please note that by entering into this Contract you accept and agree to waive these cancellation rights and accept, in their place, the cancellation rights set out in the remainder of this Paragraph 5.9.

5.9.3 TRANSFERRING YOUR BOOKING

If you are prevented from travelling we will agree to your booking being transferred to another person who satisfies all the conditions applicable to the tour if both people accept joint and several liability for:

1. full payment of the price of the tour;
2. our reasonable charges for confirming and administering the transfer; and
3. any additional costs that result from the transfer.

You must give reasonable notice of any request for such a transfer to be carried out. We consider that it is reasonable to request at least 30 day's notice of such a transfer.

5.10 CANCELLATION OF A TOUR BY US

If we cancel a tour or are required to make any significant changes to any essential aspect of it, for any reason other than an Event Outside Our Control (as described in Paragraph 1.14):

1. we will promptly notify you of the cancellation or change; and
2. we will offer you an equivalent tour or a tour of lower price and refund any difference between the original and new tours; or
3. if we are not able to offer you a substitute tour, or you do not accept the substitute offered, then we will provide a full refund of all monies paid.

In the event of such a cancellation we will also pay €100 (one hundred Euros) in compensation to each passenger except where:

1. the tour has been cancelled 90 or more days before the tour start date; or
2. the tour is cancelled because the number of passengers who agree to take it is less than the minimum number required and you are informed of the cancellation, in writing, within 55 days of the tour starting.

Please note that this Clause 5.10 is not exhaustive and you may be entitled to further compensation. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

5.11 TOUR COMPLIANCE

We fully comply with the provisions of the Package Travel, Package Holidays and Package Tours Regulations 1992 (EEC Directive 90/314). In accordance with these regulations, all payments made to Real Russia, either as deposit or final settlement (including all credit card payments), are held in a separate account and will not be released until the specified tour has taken place. This regulation guarantees a full refund of all monies paid in the most unlikely event of us failing to provide the tour booked.

6 COMPLAINTS PROCEDURE

In the unlikely event you have any complaints about the services we provide, in the first instance please send your complaint to [customer services](#) detailing your issue or otherwise contact us using the details shown on our [Contact Us Page](#).

Failure to promptly inform us about a complaint may affect our ability to investigate it and may impact on the way that your complaint is dealt with.

You will receive an acknowledgement of your complaint within 5 working days and a full written response within 30 days of our receipt of your communication detailing our investigation, any action that we propose to take and any alternative options you may wish to pursue.

It goes without saying that our clients are most important to us and we do, in all circumstances, work hard to delight our clients and this includes working with you to address any dissatisfaction you may have experienced.

7 GENERAL

Law and Jurisdiction: These Terms are governed by English law. A Contract, and any dispute or claim arising out of or in connection with it, will be governed by English law. You agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Assignment: We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

Assignment by you: You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

Entire Agreement: If you are dealing as a business these Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

Third Party Rights: This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

Severability: Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

Variation: No variation of these Terms may be agreed by any employee or agent of Real Russia unless approved in writing by a director of the company. This, however, does not exclude our liability for statements which our representatives, agents or employees may make on our behalf.

No Waiver: If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Filing: Please note we will not necessarily file a copy of any Contract made between us.