

## **Refunds, Changes and Cancellations Policy**

### **Clause 1 - Changes to Itinerary Dates**

An *itinerary* for the purpose of *The Sommelier Tours* is defined as the time period from when the customer boards the flight from Hong Kong to Spain which is part of their tour package, until the time when the customer lands in Hong Kong in their return flight purchased in the package. A partial day in the *itinerary* counts as a full day. For instance, flight dates count as full itinerary days, even though tour activities they might not last for the full length of 24 hours.

If the customer wishes to make changes in his/her itinerary dates, a rebooking fee will be applied in either one (or more) of the following cases:

- a) The change occurs less than 50 days prior to the start of the *itinerary*;
- b) The newly selected dates fall upon higher demand periods of time than the previously selected ones, i.e. the new dates are during high season whereas the old dates were during low season
- c) Any one of our contracted providers decides to apply a fee when *The Sommelier Tours* communicates such a change to them

### **Clause 2 - Changes to Itinerary Destinations**

In the case where a customer decides to change their existing *Itinerary* with a different one offered by *The Sommelier Tours*, that is to a different set of destinations, only a fare difference will apply as long as none of conditions a), b) and c) outlined on Clause 1 are present. In such a case, a rebooking fee will also apply, on top of the fare difference.

### **Clause 3 - Cancellations**

A cancellation is the annulment on behalf of the customer or on behalf of *The Sommelier Tours Limited* of an *itinerary* post-purchase.

In the case of a cancellation initiated by *The Sommelier Tours Limited*, the customer will not be charged a cancellation fee and will be refunded in whole the amount paid for the itinerary.

In the case of a cancellation initiated by the customer, *The Sommelier Tours Limited* reserves the right to charge a cancellation fee, which will be a percentage of the total amount previously paid by the customer, which will be withheld from the customer. The specific percentage is as follows:

- a) Cancels within 28 days or more from the itinerary start date - 40% cancellation fee
- b) Cancels between 20-27 days from the itinerary start date - %60 cancellation fee
- c) Cancels between 10-19 days from the itinerary start date - 80% cancellation fee
- d) Cancels between 2-9 days from the itinerary start date - 90% cancellation fee
- e) 48 hours or less from the itinerary start date - 100% cancellation fee
- f) No-show - 100% cancellation fee

#### **Clause 4 - Extreme Circumstances**

In extreme circumstances which are out of the control of *The Sommelier Tours* and of the customer, where the customer is forced to initiate a cancellation or a change of a purchased itinerary, *The Sommelier Tours* may issue a larger or full refund than suggested by Clauses 1 to 3, or may permit an itinerary change without charging a rebooking fee. Such circumstances may include:

- a) The unexpected death of a direct family member
- b) The diagnosis of a severe chronic illness in the customer or in a customer's close family member
- c) A sudden injury inflicted onto the customer which significantly or fully impedes the customer's ability to travel, and there is no reason to believe that the customer would be recovered enough to embark on their travels by the first day of the *itinerary*.

#### **Clause 5 - Refunds**

A refund refers to the full or partial reimbursement of funds to the customer on behalf of *The Sommelier Tours* for the goods and services provided by the latter. Refunds will be made in line with the conditions stated in Clauses 1 to 4. These refunds will be made via direct bank transfer within 5 working days from the final refund mutually agreed upon

between the *Customer* and the *Company*. It should be noted that *The Sommelier Tours Limited* is not responsible for the processing times of financial institutions. If there is a delay of over 5 working days in receiving the refund, and evidence of a bank transfer related to the refund has been provided from the *Company* to the *Customer*, then the *Customer* should contact their financial institution.