



Terms and Conditions for Public and Private Tours

1 For the purposes of these clauses **we are the operator of walking tours** and you are the **receiver of these services**.

2. Our contract with you

2.1 Please read these terms and conditions carefully as they are the basis on which we supply services to you.

2.3 Bookings with the public are normally made on our website at www.positivelybirmingham.co.uk. When made through a commercial provider such as TripAdvisor, their T&Cs take precedent over ours when covering the same area.

2.4 If after you submit a booking we are unable to supply you with services you have ordered, we will inform you and give a refund if payment has been made.

2.5 Tour details such as **date, start time** and **meeting place** will be specified on your ticket.

2.6 You are obliged to pay the price appropriate to your status:

- Children are aged 5 to 16 years old and accompanied by an adult.
- Adults are everyone from 17 years and older.
- Private tours as agreed in discussion with our office.

Prices are clearly stated on our website and individual tour details.

3. Non-refundable and non-transferable

3.1 Your booking is valid for the specific service detailed on your ticket. If you miss or arrive too late for the specified service you're booking is non-refundable. We will endeavour to offer an alternative tour if there is extenuating circumstances.

4. Our service to you

4.1 We make every effort to supply the services to you on the date and time specified on your ticket. See clause 9 for our responsibilities when an event outside our control happens.

4.2 We reserve the right to make minor amendments to the services, which will not affect the overall provision of services.

4.3 We reserve the right to correct and amend errors contained in our promotional material, website or any of our other documents at any time.

4.4 If you do not pay us for the services when you are supposed to we may suspend the services with immediate effect until you have paid the outstanding amounts.

5. Your obligations

5.1 You are obliged to pay the price applicable.

5.2 Please arrive at the starting point with 5-10 minutes to spare so we can start our tours on time.

5.3 An eTicket may be requested but we do not require a printed ticket.

5.4 Please dress appropriately and wear suitable footwear, taking into account weather and terrain.

5.5 You must act reasonably and co-operate with us in the provision of services to you.

5.6 In the interests of health and safety and everyone's enjoyment, you must comply with all reasonable verbal instructions and requests from our representatives.

6. Issues with our services

6.1 In the unlikely event that you not satisfied with our services please contact us as soon as reasonably possible. We will consider your comments fully and report back to you on any outcome and action taken.

6.2 As a consumer, you have rights in relation to our services. Advice is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms affects your legal rights.

7. Price and Payment

7.1 Prices do not include vat as we are not vat registered at the present time.

7.2 Payment is made in full at the time of booking and only when you have paid is the booking confirmed.

7.3 The price will only be refunded in the event that the service is cancelled as specified below.

8. Our liability to you

8.1 We are not responsible for any loss or damage that is not foreseeable. Material loss or damage is foreseeable if it is an obvious consequence of our breach or was contemplated by you and us at the time the contract came into existence.

8.2 Our total liability shall not exceed the ticket price.

8.3 We do not exclude or limit in any way our liability for:

- Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
- Fraud or fraudulent misrepresentation.

9. Events outside our control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations caused by events outside our control.

9.2 An event outside our control, including without limitation, adverse weather conditions, strikes, lock-outs or other industrial action by our representative, contractors, 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.

9.3 If an event outside our control takes place that affects the performance of our obligations we will notify you.

10. Your right to cancel

10.1 You have the right to cancel if we are affected by an event outside our control.

10.2 If you cancel the booking due to an event outside our control we will refund the price paid for the services.

11. Our right to cancel

11.1 We may have to cancel your booking due to an event outside our control or if we are unable to provide the service in terms of your booking for any reason.

11.2 If we have to cancel your booking under clause 11.1, we will contact you to let you know and refund payment.

11.3 We reserve the right to cancel or suspend the contract for services by giving you verbal or written notice:

- If you do not pay us when You are supposed to.
- Where there is any risk to our representative, property or welfare of others as a result of unacceptable behaviour.
- If you are deemed by us to be under the influence of alcohol or drugs.
- Where you do not comply with obligations under clause 5 refunds will not be given.

12. How we use information provided to us

12.1 We will use the personal information you provide to:

- Provide the services.
- Process your payment.
- Contact you after the tour and supply a group photo if taken along with other useful information.
- Send details of new experiences that may interest you, subject to legal requirements relating to emailing.

12.2 We will not give your personal data or contact details to any third party.

13. Intellectual property rights in or arising out of or in connection with the services shall be owned by us. You do not have a right to use our intellectual property.

14. On tour with us

14.1 Photography is generally encouraged at our events. Images taken on our tours by us or others may be used on our websites, social media or in promotional materials. Such images may also be published elsewhere by us or others. If you do not wish to be included in photography taken by us please mention this to one of our staff and we will endeavour to comply.

14.2 Audio system: On many of our tours we use a live audio system and we loan you an audio receiver at the start of the tour which you return at the end. You can provide your own earphones or we can supply a new pair for a small charge which you keep at the end. We may also use a translation system if we have guests on tour who have limited English.

14.3 Unacceptable behaviour will be brought to your attention and may result in you being asked to leave the tour.

14.4 This contract is between you and us. No other person shall have rights to enforce any of its terms.

14.5 We have an **access policy** which is available from our website.

15. About us

15.1 We are a partnership trading under the name Birmingham Picture Library and our registered address is: 14 St Bernard's Road, Olton, Solihull, B92 7BB. We have interests in photography, local book publishing and walking tours. We commenced in business as a partnership in 1990.

15.2 If you would like to contact us then please use the email: info@postivelybirmingham.co.uk

15.3 We donate some of our walking tour income to a charity involved with issues of homelessness and rough sleeping in Birmingham. A list of our donations is on our website and these can be verified by contacting the charity concerned.

16 Clauses in these terms operate separately. If anyone decides that any are unlawful, the remaining clauses will still apply.

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