



## **Conditions of sale and other information**

### **Legal framework**

As Malta is a member of the European Union, all EU Laws and Regulations regarding travel and tourism will apply unless specifically exempted by derogation or overridden by Maltese Law. SBL may occasionally bind itself to additional agreements with a tour operator or other client (principal).

### **Agreed services**

All services, including reservations for our own services or those provided by third parties, will be considered confirmed and therefore accepted and binding only if they have been confirmed in writing by us.

### **Payment**

Unless otherwise agreed, payment for our services must in our possession not later than 14 days before the arrival of any client or group, provided a proper invoice has been received in due time by the principal. In certain cases a bank document confirming that a payment has been made can be accepted as well. We reserve the right in any case where payments have not been received on time, to cancel all reservations made on behalf of the principal after we have given a final notice to the principal. Any cancellation costs must be borne by the principal, as well as any costs for re-instating the reservation should this be necessary. We cannot guarantee that cancelled reservations and services will still be available after we have cancelled them, so any inconvenience that may be the result of such a cancellation is the responsibility of the principal.

### **Cancellations of pre-booked services before arrival and no-shows**

Unless otherwise agreed by contract or in correspondence, the following conditions apply if a client cancels his holiday before arrival or if the client has not cancelled but does not arrive (no-show).

If the cancellation is received not later than seven working days (Monday to Friday) before the expected arrival, no cancellation fees for hotel accommodation, transfers and excursions will apply with the exception of pre-booked event tickets (see hereunder).

If the cancellation is received within seven working days of arriving and not later than one working day (Monday to Friday) before the expected arrival, a 3 days cancellation fee for booked hotel accommodation (incl. any booked hotels services such as half board) and 50% cancellation fee for transfers and excursions will apply with the exception of pre-booked event tickets (see hereunder).

If the cancellation is received within one working day of arriving or if the client does not arrive at all, all booked accommodation and services will have a 100% cancellation fee.

In all cases the counting is done excluding the arrival day itself. A working day ends at 17.00 hrs. Maltese time.

### **Cancellation of event tickets**

Pre-booked tickets for events, such as musical performances, can be cancelled and therefore can be refunded where applicable up to ten working days (Monday to Friday) prior to the event in question, unless another arrangement is in force and known to the tour operator. For cancellations made within ten working days of the event, no refunds can be given.

### **Cancellation of pre-booked or locally-booked services after arrival**

Any services, tickets etc. booked by clients, whether verbally or written, during their stay can not be cancelled for any reason. No refunds can be given for any payments made, and full payment still have to be made if these payments had not yet been made. The Agency will provide a full and proper receipt which can be used for insurance or other purposes where relevant.

## **Opening timings**

In the planning stages of each programme, all visits to sites and events are planned according to the various opening hours as they are known at that time. We strongly advise tour operators to send us the final draft of their programme before publication, so that we can check the visits one more time. We check again shortly before the actual arrival of the group, when we book transport, guiding and additional services.

We specifically reserve the right to change the sequence of visits within any day, or the sequence of days, if this is necessary in order to be able to visit all the sites as published in the programme. Reasons for such changes typically are restricted access on Saturdays, Sundays or Public Holidays, or caused by VIP visits, restoration works, traffic deviations and other circumstances beyond our control.

The following sites have restricted access:

*Grand Masters Palace, Valletta:* Since this building is used as Office by the President of the Republic, as well as for the Parliament, access to the State Rooms is often restricted as a result of official functions and VIP visits. This means, that the State Rooms are often closed **without prior notice**, sometimes also for security reasons. If a guided group as a result finds the State Rooms closed and the visit cannot be re-scheduled to another time on the same day, the group will visit either the Palace Armoury instead, or the Museum of Archaeology, or the Fine Arts Museum (in that order and if the item is not already included in the programme).

*St. John's Co-Cathedral, Valletta:* Access to this church is at times restricted owing to ecclesiastical functions or VIP visits. The restricted opening hours are often communicated to agencies, but not exhaustively so and sometimes purposely not for security reasons in the case of VIP visits. If a guided group as a result finds the Cathedral closed and the visit cannot be re-scheduled to another time on the same day, the group will visit either the Palace Armoury instead, or the Museum of Archaeology, or the Fine Arts Museum (in that order and if the item is not already included in the programme).

Where possible, we inform the tour operator of any changes in the sequence of the programme.

*Churches in general:* We cannot visit churches whilst a religious service is in progress. These services can be regular masses / worship, weddings, funerals, baptisms and so forth. Few churches are open to the public outside usual opening hours, few churches maintain published opening hours. Hardly any church is manned regularly, so it is very difficult if not impossible to check if a church will be open for a planned visit.

*The Hypogeum:* The Hypogeum has very limited opening hours owing to the visitor number restrictions put in place by UNESCO. There can never be more than 80 visitors on any given day or more than 10 persons per visit. Guiding is done by Hypogeum staff, no other guiding is allowed. Bookings have to be made well in advance, tour operator bookings have to be made, confirmed and paid at least 90 days before any visit. No refund of unused tickets is given.

If a site is closed and there is no possibility to visit it at another time, and no replacement is possible, we will refund the value of the ticket only.

We can not organise an extra tour or allow overtime unless with an express instruction by the tour operator, who will be invoiced accordingly.

## **Weather conditions – trips involving boat transportation**

All boat trips, such as cruises, harbour cruises, Blue Grotto boat trips, Inland Sea (Gozo) boat trips and Gozo or Comino ferry crossings are weather permitting. If a trip cannot take place because of inclement weather, we will try and re-schedule the trip. If this is not possible, an alternative tour will be organised or a refund given, after consultation with the tour operator. The exception is the Blue Grotto, which will only be visited on the day and time in the original programme. If the boats do not operate, the visit will not take place. No refund can be given in these cases. If the fare for the boat trip has been prepaid by the tour operator, an alternative visit will be organised, usually to The Limestone Heritage. The usual alternative for the Harbour Cruise is a visit to the Casa Rocca Piccola in Valletta.

In the very rare case that a group based in one of the Maltese Islands cannot make a scheduled trip to another of the Maltese Islands because of inclement weather (leading to the suspension of ferry services), we will declare this event to be force majeure and any costs arising as a result of this situation will have to be borne by the clients themselves, unless the tour operator instructs us that the tour operator will bear these costs. Examples are extra transfers, food and hotel accommodation, costs incurred because of missed flights, transportation by

helicopter service etc. Under no circumstances can the Agency be held responsible for such an event and be expected to pay such costs; similarly, no refunds can be given for any part of an excursion missed as a result of such force majeure, nor can these parts be re-organised at any other time.

**Weather conditions – trips involving helicopter transportation**

In the case that transportation by means of a helicopter is cancelled because of inclement weather, we will organise the transportation by boat. The costs of the helicopter trip(s) will be refunded to the tour operator after deduction of the costs of organising the boat transfer(s).

If it is not possible to organise a boat transfer either because of bad weather, the conditions as described in the previous paragraph apply.

**Weather conditions – trips and excursions involving land transportation**

In the very rare case that a road transportation or excursion is cancelled because of inclement weather, it is usually possible to organise the same transportation on another day. If this is also not possible, the conditions as described in the previous paragraphs apply.