

Ogólne Warunki Świadczenia Usług

ATLAS TRAVEL LONDYN



UWAGA!

REGULAMIN GŁÓWNY | WARUNKI ŚWIADCZENIA USŁUG POLSKIEGO BIURA PODRÓŻY INEO TRAVEL LTD DZIAŁAJĄCEGO POD HANDLOWĄ NAZWĄ ATLAS TRAVEL LONDON. WERSJA ORYGINALNA W JĘZYKU ANGIELSKIM. WAŻNA OD **01/06/2016** R DO ODWOŁANIA.

WIĘCEJ INFO: www.biletyautokarowe.uk

INEO TRAVEL LTD BOOKING TERMS & CONDITIONS

These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, apply to your booking made with INEO Travel Ltd trading as Atlas Travel ("we" or "us"). The registered address of INEO Travel Ltd is 28-29 The Broadway, Ealing, London, W5 2NP. Please read these conditions carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

We act in the following capacities: as a Package organizer, a Flight-Plus provider, and as an agent to help you to arrange individual holiday products/book packages from third party package organizers. Our obligations to you may vary depending upon which arrangements you book with us, and we have tried to set them out below as clearly as possible.

- Section A contains the conditions which will apply to all bookings.
- Section B applies to agency bookings and coach bookings (including Flight-Plus)
- Section C applies to Package bookings.

SECTION A – APPLICABLE TO ALL BOOKINGS

Booking

1. By making a booking, you agree on behalf of all persons detailed on the booking that you have read these terms and conditions and agree to be bound by them (you consent to our use of information in accordance with our Privacy Policy) and you are over 18 years of age.
2. When you make your booking, you must pay the relevant deposit as specified at the time of booking. If you believe that any details on the confirmation receipt (or any other document) are wrong you must advise us

immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document immediately.

3. Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport.
4. A booking is made once a booking confirmation invoice is issued by us or the third party supplier for who we act as agent.

Low Cost / "No Frills" Flights Only

5. When booking a "no frills" airline through our website or over the telephone, you are entering into a contract directly with the airline concerned and you will be subject to their terms and conditions which you must refer to on the relevant airlines website. We will issue a confirmation invoice that details our charges for the use of this service. Please also see Section B below for further information in relation to our role as your agent when booking 'no frills' flights on your behalf.

Charter Flights

6. When you book your flight through us, we act as agent for the charter flight provider who holds an ATOL. The contract will be between you and the charter flight provider.

Payment

7. You will be required to pay a deposit or make full payment for your booking at the time of booking. Holiday packages a 50% non-refundable deposit is required to be paid at the time of booking. If the booking is made within six weeks of departure the full price of the holiday is payable. For coach tickets and no frill airline flights full payment is taken at the time of the booking. Where you only pay a low deposit/deposit you must pay the deposit/full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.
8. If your departure date is within 14 days of your booking date and you pay via debit/credit card the card holder must be part of the travelling party. Where you have booked a package, you will be subject to our cancellation charges. See Section C below.

Errors and Omissions

9. We take reasonable steps to ensure that any information, photographs, or any other details about the flights, accommodation arrangements or accommodation featured on the website, described over the telephone or featured in any of our marketing publications is accurate. Whilst every effort is made to ensure the accuracy of all information and prices displayed on this site, regrettably errors do occasionally occur. In the event that an incorrect price has been entered in error, any booking made based on such incorrect price will not be valid. You will be advised of the mistake at the earliest opportunity and you will then have the option either to pay the correct price for the travel arrangements or to cancel and receive a full refund of any monies you may already have paid. We make no warranties or promises as to the availability or suitability of any accommodation advertised. We reserve the right to change or vary the price, flight, accommodation, or any other arrangements featured on our website, discussed with you over the telephone or printed in any of our publications at any time without notice. You agree that it is your responsibility to ensure that all the details of your chosen accommodation are confirmed with us at the time of booking.

Payments

10. We accept all major credit and debit cards. There is no charge of £0.99 per transaction to use a debit card for any booking online and a charge of (£3) for any bookings made using a debit card or switch card. A charge of (2.75%) is levied for any bookings made using a credit card.

Additional Charges

11. Please note that all additional charges are included in the total cost. Additional charges include airport taxes, fuel supplement, security fee and where applicable (when your flight is with a low cost airline) a card booking fee.

Your Obligations

12. Please ensure that ALL documentation is thoroughly read and understood. It is your responsibility to inform us of any discrepancies. Please note some suppliers may charge for amendments and unfortunately in these circumstances, the client will be responsible for any additional charges. Please ensure that you arrive in good time for your departure, we cannot be held responsible for your failure to do so.

Baggage

13. Hand baggage is included free of charge. There is no hold baggage included in your holiday cost unless otherwise stated. If you would like to add baggage to your reservation please contact us on +44 (0)20 8840 8883 or via email .

Transfers

14. There are no transfers included in your holiday cost unless otherwise stated. If you would like to add transfers to your reservation please contact us on +44 (0)20 8840 8883 or via email .

Inflight Meals

15. Please note inflight meals are not included in the price stated unless otherwise advised at the time of booking.

Accommodation Ratings

16. Please be advised that all accommodation ratings are given by the respective supplier and may not be the official rating.

Travellers Who Are Under 18

17. The person making the booking accepts responsibility for paying for all the people on the booking. They are also responsible for keeping everyone in the party informed of the booking details. You must be at least 18 years old to make a booking with us. The first named person travelling on the booking must be at least 18, if all people travelling in your party are under 18 you need to provide a letter of consent from your parent or guardian. Not all airlines will allow unaccompanied minors to travel, please double check with reservations staff before booking your flights.

Ticket on Departure

18. If you are collecting documentation from the airport, this will normally ONLY be your flight tickets but may also include coach tickets. Please ensure that you have any other vouchers or insurance documents emailed, posted or faxed to you before you depart.

Flight Times and Tickets

19. All departure and arrival timings are given using the 24 hour system. Your flight tickets will state the most up to date flight time information, so please read them very carefully and ensure that you allow sufficient time to arrive at the airport, normally 2 hours before departure for short and mid haul destinations and 3 hours for long haul destinations. Tour operators make it a responsibility of the traveller to re confirm their homeward flight at least 48 hours before departure. In accordance with EU Regulation 2111/2005, we are required to advise you of the actual carrier operating your flight/connecting flight/transfer, or if the actual carrier is not known at the time of booking, the likely carrier that will operate your flights. Where we are only able to inform you of the likely carrier we will tell you the actual carrier when we become aware of it. There is an EC Community List of carriers which are subject to an operating ban throughout Europe and we will not use one of these airlines. In the event that an airline is or becomes listed, you may be entitled to reimbursement or re-routing if your flight is cancelled because it is subject to an operating ban. Please refer to the CAA's website www.caa.co.uk. It is imperative that you confirm your inbound flight details with the local office specified on your itinerary (not the Airport Authorities). Failure to do so may mean that you may miss your flight because the departure time has changed, or the airline may not allow you to board. We are not liable for any losses if you do not reconfirm your inbound flight. For passengers who will be 28 weeks pregnant at the time of the intended return flight, airlines require a medical certificate confirming the passenger is medically fit to fly. Airlines will not carry any passenger who will be 32 weeks or more pregnant by the end of the intended return flight. Please contact your doctor or the Department of Health for advice. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight. Flights timings on your confirmation invoice are for guidance only and subject to change. You

must check your flight details and times on receiving your tickets and notify us immediately of any errors. The times quoted on your documentation are local times and you must check in at least 3 hours before the latest flight departure time advised by us, regardless of any anticipated delay. Seats are not pre-bookable and you are more likely to get seats that meet your requirements if you check in early. If your outbound journey is not utilised, the inbound flight reservation is automatically cancelled. We are not responsible for any losses if you arrive late for the specified check-in time for the flight, or lose your flight tickets.

Special Requests

20. If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier but we do not guarantee that they will be met and we will have no liability to you if they are not.

Insurance

21. Adequate travel insurance is a condition of your contract with either us or the supplier in question, as applicable. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (eg. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

Elderly/Disabled Clients

22. We are able to make enquiries of the supplier about the suitability of arrangements for you and provide replies prior to booking. You must make all requests in advance before a booking is confirmed.

Behaviour

23. Please be aware that the booking conditions of the supplier will normally state that your stay can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation in resort. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

Passports, Visas and Health

24. We can provide general information about the passport and visa requirements for your trip, but this is for guidance only and it remains your responsibility to check the requirements before you travel. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the supplier accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk.

Complaints

25. Where we are acting as agent, the contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them, but sent via our offices. We will then pass on your complaint and liaise with the relevant supplier on your behalf. We do so on a goodwill basis in our capacity as agent of the supplier. If you have a problem whilst on holiday, this must be reported to the supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, write to the supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish and to do this, please contact us.

26. Where you have booked a package holiday with us, please inform the relevant supplier (e.g. your hotelier) immediately and contacting us on the numbers listed on our website or in the documentation that we have sent to you. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.
27. In all cases it is imperative that we receive full details of any claim from you within our cut-off date of 90 days of your return home, and you must follow up by telephone to ensure that we have received it if you do not receive any form of acknowledgement from us within that timeframe.
28. In accordance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 ("the ADR Directive"), we advise that INEO Travel Ltd does not utilise the services of an approved Dispute Resolution Service for the purposes of complaints.

Financial Protection

29. When we are acting as an agent, many of the travel arrangements that we sell are protected in the case of the financial failure of the travel company. Please ask us about the protection that applies to your booking. If you receive an ATOL Certificate then you will have ATOL protection. Please note that ATOL protection is not available for flights that are with low-cost carriers or where your payment is made direct to airlines.
30. In relation to package holidays sold by us, the Package Travel Regulations require us to provide security for the monies that you pay and for repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 10686) administered by the Civil Aviation Authority. We also provide security for Flight-Plus bookings under our ATOL. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
31. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

Force Majeure

32. Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our or the supplier's control.

Law and Jurisdiction

33. These terms of business are governed by English law and the courts of England and Wales have jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable.)

Conditions of Suppliers

34. Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

Data Protection and Privacy

35. We are a data controller in relation to your booking. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements, etc. We take full responsibility for ensuring that proper security measures are in place to protect your information whilst in our control. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc in order to arrange your booking. Where we are acting as a package organiser, you may have booked through a travel agent and they may also have their own data protection policy in place. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.
36. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.
37. Please note that where information is also held by a travel agent, this is subject to your agents own data protection policy. You are entitled to a copy of your information held by us. If you would like to see this, please contact us and we may make a small charge for providing this to you. We may also provide your details to selected third parties for similar purposes. If you do not wish to receive such approaches in the future, please write to us.

SECTION B: AGENCY BOOKINGS, COACH TRAVEL AND FLIGHT PLUS ARRANGEMENTS

This section applies to bookings we make for you when acting as agent.

Your contract

1. When making your booking we will arrange for you to enter into a contract with the supplier (tour operator/airline/coach company or other supplier) named on your receipt. When we do so, we act as agent for the supplier but we act as your agent when making a booking with no frills airlines. Details will be given at the time of booking. As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The supplier's Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.
2. You may wish to purchase flights, hotel, transfer services or other services on our website or by calling us. Each component will be provided by different third party providers of the products you have selected. Your contract will be with the individual suppliers and not with us. Since you create your own travel arrangements by adding each component separately to create your own bespoke booking, this is not a package and therefore you are not protected under the Package Travel Regulations (see section C below); and unless you book a Flight-Plus, your booking may not benefit from ATOL protection either. Until a component has been confirmed by the individual supplier, no contract has been formed.

When we act as your Agent

3. When making a booking with most 'no frills' or low cost airlines we are acting as your agent to find flight services for you, on terms to suit you. At the time of booking, we will inform you if we are acting in that capacity and in relation to such bookings, you appoint us to source those services on your behalf. Monies paid to us for such services are held by us on your behalf until they are paid to the flight provider in question. Please note that payment by you to us does not constitute payment to the travel service provider whose services we have sourced and if we collect monies from the travel service provider on your behalf, the travel service provider's liability to pay that money to you is discharged. We accept no liability in relation to any contract you enter into or for any low cost flight services or the acts or omissions of any flight supplier(s). For all 'no frills' flight arrangements, your contract will be with the supplier(s) in question. Your booking for 'no frills' flights is subject to this clause and the specific booking conditions of the relevant supplier(s) we source for you and you are advised to read both carefully prior to booking. By making a booking where we are acting as your agent, you agree to the terms of this clause.

Cancellation and Amendment

4. Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the supplier may charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements) and you must pay us the cancellation or amendment charge stated below. We also reserve the right to charge an amendment fee to cover the costs we incur in dealing with your request.

Changes or Cancellations by the Supplier

5. We will inform you of any changes or cancellations as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

Our Service Charges

6. Included in the price you have been charged is our service charge. This is the cost of us providing a booking service for you and arranging the contract between you and your chosen suppliers.

Payment

7. If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

Our responsibility for your booking

8. Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

Flight-Plus bookings

9. Booking a Flight-Plus provides you with protection under our ATOL in the event of supplier insolvency, but we are still acting as agent for the individual suppliers and a Flight-Plus booking does not constitute a package as described in section C below. A Flight-Plus exists where you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means and on the same day, the day before or the day after, you also request to book either living accommodation or self-drive car hire which takes place outside the UK and is supplied under or in connection with your flight. In all cases the services must cover a period of more than twenty four hours or include overnight living accommodation in order to make them a Flight-Plus. If in connection with the flight, you also book any other tourist services which are not ancillary to flight or living accommodation and which account for a significant proportion of the Flight-Plus, they will also form part of the Flight-Plus.
10. A Flight-Plus will also exist where on the same day, the day before or the day after you have requested to book: a) a non-flight inclusive Package, you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means or b) a flight inclusive Package, you request to book accommodation or self-drive car hire outside the UK. A Package exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package.

Please note that a single flight which begins and ends in the United Kingdom will not form part of a Flight-Plus. Where you request to book a Flight-Plus, we will be a Flight-Plus Arranger in accordance with the definitions

set out in Regulation 25 of The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012. Please note that where you book a low cost flight only and make payment directly to the airline, this will not constitute a Flight-Plus.

Our liability for Flight-Plus bookings

11. In these conditions, the failure or insolvency of a provider will have the meaning prescribed in Regulation 23 of the ATOL Regulations 2012. If, before your intended departure on a Flight-Plus we become aware that any part of your Flight-Plus will not be provided: a) because of the insolvency of any person concerned with the provision of the arrangements making up a Flight-Plus or b) because the ATOL holder providing your flight accommodation is insolvent, cannot or will not be able to meet, or will fail to meet its obligations to its customers, we will make reasonable endeavours to provide you with suitable alternative arrangements at no extra cost.
If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of your Flight-Plus. If, after your intended departure on a Flight-Plus we become aware your flight arrangements will not be provided: a) because of the insolvency of any person concerned with the provision of the flight accommodation making up your Flight-Plus or b) because the ATOL holder providing your flight accommodation is insolvent, cannot or will not be able to meet, or will fail to meet its obligations to its customers, we or the CAA will seek to provide you with suitable alternative transport back to the place of departure or to another return point to which you have agreed.
If, after your intended departure on a Flight-Plus we become aware that your living accommodation or car hire will not be provided because of the insolvency of any person concerned with the provision of the living accommodation or car hire making up your Flight-Plus, we will seek to provide you with suitable alternative living accommodation or car hire at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of all unused flight accommodation, living accommodation, car hire and other tourist services forming part of your Flight-Plus.
12. Where suitable alternative arrangements are provided as set out in this section, we will where appropriate, pay you reasonable compensation, to include any incidental expenses reasonably incurred by you and evidenced by receipts. Compensation will not be payable if living accommodation or self-drive car hire is offered by us and accepted by you with a higher price than that originally booked and is supplied in the same location as originally booked where no additional payment is made by you.
13. If cancellation occurs for reasons other than relating to insolvency, we will not be liable to pay you compensation and the above options will not be available. As agent, whether or not we have sold you a Flight-Plus, we will not be liable in respect of quality complaints, any general losses, distress or disappointment suffered by you in relation to your booking, and any such claims must be directed to the relevant supplier of the element in question. We will not make suitable alternative arrangements or pay you compensation in respect of any tourist services forming part of your Flight-Plus. A refund will be given in respect of these services in the event of insolvency but we will have no further liability.

SECTION C: PACKAGE HOLIDAY BOOKINGS

This section only applies to Package Holidays booked with us as Organiser.

Definition of Package

1. A "Package Holiday" exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:
 - (a) transport;
 - (b) accommodation;
 - (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

Where you have booked a Package Holiday with us, we will accept responsibility for it in accordance with these Booking Conditions as an "Organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992.

Your Holiday Price

2. We reserve the right to alter the prices of any of the holidays shown on our website, featured in any of our publications, or discussed with you or over the telephone. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. When you make your booking you must pay the deposit specified at the time of the booking per person plus the appropriate insurance premium, if applicable. Please note that certain travel arrangements may mean you are asked to pay up to 100% of the cost of these arrangements at the time of booking and we will tell you prior to you making a booking. The balance of the price of your travel arrangements must be paid at least (.....) weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times
3. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administrative charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.
4. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

If You Change Your Booking

5. If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. Noted and words removed. You will be asked to pay an administration charge of (£50.00), and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.
6. Note: Certain travel arrangements (e.g. Apex Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

If You Cancel Your Holiday

7. You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices and will be effective on the date received. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

If We Change or Cancel Your Holiday

8. It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 6 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all

monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

9. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of a comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

If We Make A Major Change to Your Holidays | If We Cancel Your Holidays | If You Cancel Your Holidays | Period before departure within which notice of cancellation or major change is received by us or notified to you | Amount you will receive from us | Amount you will receive from us | Amount of cancellation charge

Period before departure within which notice of cancellation or major change is received by us or notified to you	If We Make A Major Change to Your Holidays	If We Cancel Your Holidays	If You Cancel Your Holidays
More than 42 days	£0	Deposit only	Deposit only
More than 29 days	£10	100% of holiday cost (+ £10)	50% of holiday cost
More than 15 days	£20	100% of holiday cost (+ £20)	70% of holiday cost
More than 8 days	£30	100% of holiday cost (+ £30)	90% of holiday cost
More than 1 day	£40	100% of holiday cost (+ £40)	100% of holiday cost

Period before departure within which notice of cancellation or major change is received by us or notified to you	If We Make A Major Change to Your Holidays	If We Cancel Your Holidays	If You Cancel Your Holidays
More than 42 days	£0	Deposit only	Deposit only
More than 29 days	£10	100% of holiday cost (+ £10)	50% of holiday cost
More than 15 days	£20	100% of holiday cost (+ £20)	70% of holiday cost
More than 8 days	£30	100% of holiday cost (+ £30)	90% of holiday cost
More than 1 day	£40	100% of holiday cost (+ £40)	100% of holiday cost

10. Excursions are not included in the price and are not part of your ATOL protected air package holiday. They can be booked in advance of your departure on holiday or in resort but these are not provided by us and do not form part of your contract with us. You have a contract with the excursion provider for whom we act as booking agent and we are not liable to you for any part of the excursion. We accept liability if we are negligent in processing your excursion booking. Our Responsibilities to You in Respect of Package Holidays
11. We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

12. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - a. the act(s) and/or omission(s) of the person(s) affected;
 - b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - c. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - d. event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled

13. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - a. for loss of and/or damage to any luggage or personal possessions and money, the maximum amount we will have to pay you in respect of these claims is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind;
 - b. for claims not falling under 63.1 above and which don't involve injury, illness or death, the maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - c. for claims in respect of international travel by air and sea, or any stay in a hotel, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements).

You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

14. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
15. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
16. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you.
17. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you. Delays, Missed Transport Arrangements and Other Travel Information
18. If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk.

19. The Package Travel Regulations provide that in the event that you experience difficulties, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub- contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements