



# BOOKING TERMS AND CONDITIONS

These booking conditions form the basis of your agreement with Triton Holidays. Triton Holidays is a trading name of The Global Travel Group Plc (company registration number 2774722) and has its registered office situated at Glendale House, Glendale Business Park, Sandycroft, Nr Chester, CH5 2DL. ATOL number 3973. These booking terms and conditions apply only to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you. References in these booking conditions to 'arrangements' mean such holiday arrangements.

## 1. BOOKING AND CONFIRMATION

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these booking conditions. The first named person on the booking will be the party leader and will be responsible for making all payments due to us. He/she must be at least 18. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when your travel agent creates the Triton Holidays ATOL receipt. Once you have received it, please contact your travel agent immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

English law will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must be dealt with by the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

**All descriptions are made in good faith. Every care is made to ensure accuracy, however advertised information and prices may have changed by the time you come to book your holiday. You must therefore ensure you check ALL details of your chosen holiday (including the price) with us at the time of booking.**

## 2. PAYMENT

In order to confirm your chosen arrangements, you must pay a deposit as advised by your travel agent at the time of booking (or full payment if booking within 10 weeks of departure).

The balance of the cost of your arrangements (including any surcharge where applicable) is due not less than 10 weeks prior to departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 4 below will become payable.

## 3. THE PRICE OF YOUR ARRANGEMENTS

We reserve the right to amend the advertised prices of arrangements at any time. We also reserve the right to correct errors in both advertised and confirmed prices.

**Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.**

Once the actual price of your arrangements has been confirmed, no amendment will be made to it unless it is to make a correction to an error, or if our costs change as a result of an increase or decrease in transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or as a result of any changes in the exchange rates which have been used to calculate the cost of your arrangements. Only if the amount of the increase in our costs exceeds 2% of the total cost of your arrangements (excluding insurance premiums and amendment charges), will we make an additional charge. If any additional charge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you will be entitled to choose one of options (a), (b) and (c) as set out in clause 6 below. If you do not inform us of your choice within 14 days from the issue date printed on our additional charge invoice, we are entitled to assume that you will pay the additional charge.

Any additional charge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the additional charge invoice, whichever is the later. We will not levy a surcharge within 30 days of departure.

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.

## 4. CHANGES AND CANCELLATION BY YOU

If you need to make any changes to your confirmed arrangements, you must request the change in writing as soon as possible. Whilst we will try to assist, we cannot guarantee that such requests will be met. Where we can meet them, an amendment fee will be advised to you at that time and will be payable along with any costs incurred by ourselves and any

costs or charges incurred or imposed by any of our suppliers.

**Note: Certain travel arrangements 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 or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will take effect when it is received at our offices. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges. The percentage cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling
Prior to 70 days:	Total flight cost plus 15% of any other elements as advised by your agent.
69 - 42 days:	Total flight cost plus 30% of any other elements as advised by your agent.
41-34 days:	Total flight cost plus 70% of any other elements as advised by your agent.
33 - 7 days:	90% of the total holiday cost
Less than 7 days:	100% of total cost of booking.

**You may be able to reclaim these charges (less any applicable excess) under the terms of your insurance policy.**

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. If such a change is possible, you will be asked to pay an amendment fee which will be advised to you at that time. You will be required to meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers. For flight inclusive bookings, you must pay the charges levied by the airline concerned and because most airlines do not permit name changes after tickets have been issued, these charges are likely to be the full cost of the flight.

## 5. INSURANCE

You MUST take out fully comprehensive travel insurance. It will normally cover you in the event of cancellation against loss of deposit or cancellation fees and for medical costs in the event of you becoming ill or having an accident whilst on holiday. There are some restrictions on insurance, for example pre-existing medical conditions and you should advise the insurance provider of these at the time the policy is taken out. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

## 6. CHANGES AND CANCELLATION BY US

Because we begin planning the arrangements we offer many months in advance, we must reserve the right to make changes to and correct errors in holiday details both before and after bookings have been confirmed. We must also reserve the right to cancel confirmed bookings. However, we promise we will only cancel your confirmed booking 10 weeks or less before departure where you have failed to make full payment on time or as a result of circumstances outside our control/force majeure' as defined in clause 7 below.

Most changes are minor but occasionally, we may have to make a 'significant change'. Examples of 'significant changes' include the following when made before departure: a change of accommodation area for the whole or a major part of your holiday; a change of accommodation to that of a lower official classification for the whole or a major part of your holiday; a change of board basis to a lower classification for the whole or a major part of your holiday; a change of UK departure point to one which is more inconvenient for you; a change of outward departure time or overall length of your holiday of twelve or more hours; the closure of the only or all advertised swimming pool(s) at your accommodation for an extended period and in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements; or
- (b) purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference); or
- (c) cancel or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a significant change or cancel 8 weeks or less before departure, subject to the exceptions below, we will pay you the following compensation:

Period before departure where a significant change or cancellation is notified to you or your travel agent	Compensation per person (excluding infants)
More than 56 days	nil
56-29 days	£10
28-14 days	£15
Less than 14 days	£20

We will not pay you compensation where we make a significant change or cancel more than 8 weeks before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time.

We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

Very rarely, we may be forced by 'force majeure' (see clause 7) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

## 7. FORCE MAJEURE

In these booking conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 8(1) below) as a result of force majeure.

## 8. OUR LIABILITY TO YOU

(1) We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient and that is the result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements as applicable. Further, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

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

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 7 above.

(3) We limit the maximum amount we may have to pay you for any claims you may make against us.

The maximum amount we will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £20 per person affected unless a lower limitation applies to your claim under this clause or clause 8(4) below.

For all other claims which do not involve death or personal injury, the

maximum amount we will have to pay you if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 8(4) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(4) 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 air, sea, rail or road carrier or on any stay in a hotel, the maximum amount of compensation we will have to pay to you will be limited. The most we will have to pay to you for that claim or that part of a claim if we are found liable to you on any basis is the most 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, the Montreal Convention for international travel by air, the Athens convention for international travel by sea). Where a carrier or hotel would not be obliged to make any payment to you for any reason under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. 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. Copies of the applicable international conventions and regulations are available from us on request. In any circumstances in which the 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; any sums you receive from the carrier will be deducted from any amount due from ourselves.

(5) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our price and product guide. 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.

(6) The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

(7) This clause 8 is intended to set out our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.

(8) You must tell us and the supplier concerned about your claim or complaint as set out in clause 9 below. If asked to do so, you must transfer to us or our insurers any rights you have against whoever is responsible for your claim or complaint and provide ourselves and our insurers with all co-operation and assistance that may be reasonably required.

(9) We do not accept liability for (1) any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you; (2) any business losses.

## 9. BEHAVIOUR

If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

## 10. SPECIAL REQUESTS AND MEDICAL PROBLEMS

If you wish to make a special request, you must do so at the time of booking and complete a disability/special requests form. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

If you or any member of your party has any medical problem or disability which may affect your chosen holiday arrangements, you must give us full details in writing at the time of booking. Where applicable, an appropriate medical form will be sent to you for this purpose and once returned will be passed onto your airline and/or accommodation supplier. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

## 11. EXCURSIONS

We may provide you with information about activities and excursions

which are available to purchase through independent suppliers in the area you are visiting. Where we have not agreed to arrange, provide or perform these activities or excursions as part of our agreement with you, subject to these booking conditions, we do not accept any responsibility for them even where we suggest or recommend a particular operator or supplier and/or assist you in any way in booking such activities or excursions.

## 12. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

The passport, visa and health requirements applicable at the time of printing to British citizens for the arrangements are available to you at the time of booking from your travel agent. Passengers with a non-British passport must check passport and visa requirements with the Embassy or Consulate of the countries to or through which you are intending to travel. Requirements may change and you must check the up to date position in good time before departure. For European holidays you should obtain a completed and issued form EHIC prior to departure.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation and/or your failure to provide passport numbers where required. If failure to have any necessary travel or other documents and/or failure to provide passport numbers results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

You should take up-to-date health advice about the health precautions you will need to take prior to departure. Information on health is contained in the Department of Health's leaflet (Health Advice for Travellers) which can be obtained by telephoning 0800 555 777. Further information can be obtained by visiting [www.hpa.org.uk](http://www.hpa.org.uk) OR [www.fco.gov.uk](http://www.fco.gov.uk).

## 13. FINANCIAL SECURITY

The Package Travel, Package Holidays and Package Tours Regulations Act 1992 require us to provide security for the monies that you pay for the package holiday for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority (C.A.A) under ATOL number 3973. This means that in the unlikely event of our insolvency you will not be left stranded abroad or any money you have paid to us for an advanced booking will be refunded except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. For further information, visit [www.caa.co.uk](http://www.caa.co.uk).

## 14. ACCOMMODATION RATINGS

We categorise all accommodation to give a general guide. The star ratings used within this price and product guide are, in our view a reflection of the standard of the property. Please note standards can vary between accommodations of the same class in different countries. All ratings are given in good faith and are in our professional opinion a true reflection of the standard our customers would expect.

## 15. DELAY

In the event of a flight being delayed the airline you are travelling with will normally arrange for the following to be provided, whenever reasonably practical, and subject to the airport being able to cater for this: - over 4 hours, an appropriate meal, and for delays of at least 8 hours extending beyond midnight, overnight accommodation. However, this will depend on such factors as the type of flights you have booked (please see Flights section below) expected length of delay, local availability of accommodation, immigration rulings etc. Where long flight delays will result in lost holiday time, no refunds are given by accommodation owners for unused accommodation, as rooms are held for delayed arrivals, not re-let. Your holiday travel insurance policy normally offers monetary compensation for flight delays. We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure unless your flight is cancelled. Any airline concerned may however provide refreshments as stated above. We cannot accept liability for any delay unless it has a significant effect on your holiday arrangements.

## 16. FLIGHTS

We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as we become aware of this. The carrier(s), flight timings (where applicable) and types of aircraft detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to you between approximately 7-14 days prior to your departure. You must check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges. Please note the existence of a 'Community list' (available for inspection at [http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from us. Your rights to a refund and/or compensation from us are set out in clause 6 above. If the airline does not comply with these rules you should complain to the air transport user's council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk).

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.

There are varying types of flights that we may book as part of your package i.e. Charter, No Frills, Full Published, Inclusive Tour and Consolidated flights. Any flight element of your holiday is provided by an independent supplier or airline. Each supplier/airline have their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier/airlines liability to you, usually in accordance with applicable International Conventions (see 'Our Responsibilities'). Copies of the relevant parts of these terms and conditions are available on request from us or the supplier/airline concerned.

**Please note: the carrier reserves the right to refuse carriage to any person who has acquired a ticket in violation of applicable law or carriers' tariffs, rules or regulations. Right of refusal may now be granted to airlines under new and stringent anti-terrorism laws.**

**WE WOULD LIKE TO DRAW YOUR ATTENTION TO THE FOLLOWING:**

### CHARTER FLIGHT:

A charter flight is invariably where an ATOL licensed Tour Operator such as AVRO or Thomas Cook etc has 'chartered' their own aircraft. Charter flights are most common to 'beach/sunshine' destinations, however they should not be confused with 'No Frills Airlines' who may fly to the same destination.

### Charter Flight Conditions:

Full terms and conditions relating to individual charter airlines may be found in the relevant charter airline brochures or available on request from us or the supplier concerned. By booking with us, you are agreeing to these terms and conditions.

### NO FRILLS FLIGHT:

A 'No Frills' flight may be one of the following Airlines: Easyjet, BMI Baby, Flybe, and Jet2. 'No Frills' Airlines are most common to 'city and beach/sunshine' destinations where the flight time is normally less than 5 hours.

### No Frills Flight Conditions

It should be noted, that 'No Frills' airlines operate independently of each other and are normally quite inflexible. Furthermore, they will invariably charge more for amendments once the booking has been made and levy 'severe' or 'full' cancellation charges. By allowing or asking us to book a 'No Frills' flight on your behalf, we regret and you accept that we are unable to take any responsibility for flights changes, or cancellation made to any part of your reservation by the 'No Frills' airline. For the avoidance of doubt, when we book a 'No Frills' flight on your behalf, you are agreeing to the 'No Frills' airline booking conditions. We will, of course, endeavour to change/amend all other components of your package without charge through co-operation with our suppliers in the event of a cancellation or change by the 'No Frills' airline, however, cannot guarantee this will be the case. We are, therefore, obliged to inform you that compared to charter airlines, your reservation carries financial risk. We would also like to refer you to 'Changes or Additions to Your Holiday'

### FULL PUBLISHED / CONSOLIDATED / INCLUSIVE TOUR FLIGHTS

A 'Full Published/Consolidated or inclusive tour' flight is normally identified as a flight operated by a 'National Carrier' such as British Airways, KLM, Air New Zealand, Cathay Pacific etc.. 'Full/Published/Consolidated' flights are most common to major city destinations throughout the world.

### Full Published/Consolidated and Inclusive Tour Flight Conditions

When we book a 'Full Published/Consolidated' flight on your behalf, it should be noted Full Published/Consolidated airlines normally levy 'severe' or 'full' cancellation/amendment charges dependent on the type of ticket booked. We would also like to refer you to 'Changes or Additions to Your Holiday'

### UPGRADING YOUR FLIGHT AND FLIGHT SEAT REQUESTS

Unless you have pre-booked your seats (where this facility is available), it may not be possible to obtain seats together. Please bear in mind that even when you do pre-book seats, in most cases we will not be able to confirm the actual seat numbers or position on the aircraft. Where possible, we will offer you a further range of upgrade options designed to give you a more comfortable journey at a reasonable supplement.

### DIRECT FLIGHTS

The flight routings used in connection with our holidays may be based on special fares which do not necessarily take the most direct route. Some itineraries require a change of aircraft on route. A flight that is described as direct is one where there is no need to change aircraft during the journey. However stops may be made en route for re-fuelling or to let passengers on and/or off. Details of any stops will be given on your itinerary. Please check with your Travel Agent and/or our Sales staff at the time of booking.

### FLIGHT CHANGES

We cannot be held responsible for airline rescheduling/re-routing flights via other airport/destinations following your confirmation of booking. Unfortunately, Airlines who re-route flights are not obligated to make a refund or reduction of any kind should a change to your original itinerary take place.

### SMOKING ON FLIGHTS AND AT AIRPORTS

All airlines and most UK Airports have introduced a total no smoking ban. Please ask at the time of booking if this information is important to you.

## 17. TRANSFER VOUCHERS / ACCOMMODATION VOUCHERS AND FLIGHT TICKETS

Please note, where applicable, transfer vouchers and accommodation

vouchers will be issued prior to your departure and it is essential that you are able to produce this document to those requiring proof at time of transfer/s. Some airlines still issue paper airline tickets and it is your responsibility that you produce these tickets at check in.

#### **18. ANCILLARY PRODUCTS**

Please note: the suppliers terms and conditions will apply including any cancellation charges which may be levied by the supplier.

#### **18. SECURITY AND SAFETY**

We take the safety and security of our customers seriously. If the Foreign Office advises that people should not visit a particular country we will tell you and try to arrange an alternative holiday for you. You may wish to check information issued about your holiday destination. This information can be found on the internet at [www.fco.gov.uk](http://www.fco.gov.uk), OR BY CALLING 0845 850 2829. The suppliers we use are required to meet local health and safety standards and wherever possible we work with our suppliers to raise standards. However you must take all reasonable precautions to protect yourself while on holiday. In particular note all fire procedures (alarm systems may not always be present), the design of swimming pools (lifeguards are unlikely to be present) the height of balconies (which may be lower than expected) and patio and glass doors (toughened glass and warning stickers may not be present). We recommend that strict supervision is given AT ALL times to infants, children and teenagers. For their own safety, under no circumstances should children be left unsupervised on a room balcony or terrace area.

#### **19. GOVERNMENT LEGISLATION**

(Advanced Passenger Information Scheme) If you are travelling to or transiting (over 8 hours) through the US, government legislation (Advanced Passenger Information Scheme) requires you to provide the following information at check-in:

- Address while in the USA (including post code)
- First Name (as on passport)
- Surname (as on passport)
- Gender
- Date of Birth
- Nationality
- Passport Number and Alien Resident Card (Green Card) if applicable
- Country of issues of Passport and Alien Resident Card (Green Card) if applicable

Customers who are backpacking or on a fly-drive holiday must also provide details of their intended destination. Those connecting to flights outside the US, or boarding cruise ships, are also required to supply details of their plans. We recommend that you check in earlier than usual, to allow for processing of information by the airlines.

#### **20. CHILDREN ON HOLIDAY**

Please note infants under the age of 2 years on the date of return flight may pay a fee when travelling in economy class (other classes of air travel are available on request), please ask at the time of booking. This fee is for an infant sitting on an adults lap. There is no entitlement to a separate seat on the aircraft for an infant if the flight is full. International airline regulations allow only one infant per adult. Any charge for a baby cot in the room and supplementary board basis are mostly paid by the guest direct to the establishment. Please note children and infants require their own passports.

#### **21. BOOKING IF YOU ARE UNDER 18**

It is a condition of our accepting your booking that the person who makes it is at least 18. We are entitled to assume that this is the case. At our discretion, we may accept a booking from someone who is 16 or 17 and not accompanied by an adult providing we have written confirmation from their parent or guardian that they may travel, that the parent or guardian will accept responsibility for the booking and that the party does not include anyone who is under 16. We are entitled to cancel any booking which is made in breach of any of these requirements. In this case, full cancellation charges will apply. Please note if booking into a Las Vegas hotel you must be 21 years of age.

#### **22. COMPLAINTS AND PROBLEMS**

In the unlikely event that you have any reason to complain or experience any problems with your holiday arrangements whilst away, you must immediately inform our representative and the supplier of the service(s) in question. If there is no local representative or agent, you must contact us on the emergency number below. You must also complete a report form whilst in resort. Any verbal notification must be informed in writing as soon as possible. Most problems or complaints can be resolved while you are away, however if you remain dissatisfied, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. We regret we cannot accept liability for any complaints or claims which do not involve death, personal injury or illness, if you fail to notify the complaint or claim in accordance with this clause.

#### **24 HOUR EMERGENCY NUMBER**

Our 24 hour EMERGENCY duty office number for accommodation issues is 0044 1992 783000 and for general emergencies in the first instance call the number provided by your travel agent. If you are unable to reach this number, call 0044 7919887614.

#### **INFORMATION ABOUT YOUR HOLIDAY**

##### **1. CHOOSING YOUR HOLIDAY**

It is extremely important that you choose the holiday which is right for you. Our staff are always happy to advise but this can only be an opinion. If you are unsure about the suitability of a holiday you must seek supplementary information which may be obtained from sources such as libraries, tourist offices and the internet.

##### **2. SINGLE/TWIN OR DOUBLE ROOMS**

It is an unfair fact of life that single travellers often have to pay over the odds for a room. We have negotiated some super deals and are delighted to offer you some of the widest choice of single saver offers in the market today. However please note that the standard and location of single rooms is not always as good as that of twin/double rooms even when you pay the single supplement.

##### **3. TRIPLE/QUAD ROOMS**

A third or fourth person sharing a room either occupies existing beds

or has an extra bed (which may be of camp bed style or a sofa bed) placed in a double/twin room. As conditions may be cramped you may wish to consider booking additional rooms.

#### **4. BOOKING A ROOM FOR EARLY ARRIVAL OR LATE DEPARTURE**

Generally, your accommodation will be available from 2pm on the date of arrival, and is to be vacated between 10am and noon on the date of departure, irrespective of your arrival or departure times. Should you wish your room to be available outside of these times it may be possible to reserve the room at the time booking. This is subject to availability and could incur additional costs which are normally paid locally. Should we not be able to accommodate your request, you may also ask at reception (if applicable) on your date of arrival or at any time during your stay.

#### **5. ROOM UPGRADE / HONEYMOON / ANNIVERSARY OFFERS**

When the offer of a room upgrade is mentioned, it is usually an upgrade to the next category of room (not suite) available within the establishment. We will of course do everything possible to arrange this, but it is not always possible to guarantee the provision of, for example, a double bed for honeymoon couples. In order to qualify for any offers your stay and/or holiday must be started and completed within the date band as specified.

It should be noted that certain establishments may ask for proof that you qualify for any advertised offer/s i.e. for honeymoon offers you may be asked to provide your marriage certificate.

#### **6. MEALS**

Meals if included are based on table d'hote menus or a meal voucher system unless specified otherwise. Holidays which include main meals generally commence with dinner on the day of arrival at your accommodation, terminating with breakfast (on half board) or lunch (on full board) on the day of departure. No refunds on meals 'not taken' can be given. Special diets of any kind (including vegetarian) can seldom be catered for adequately within the constraints of a table d'hote menu and cannot be guaranteed. Please note, if you book accommodation on an 'all-inclusive' basis, accommodations differ in their 'all-inclusive' offerings and this will be detailed to you at the time of booking.

#### **7. UNUSED SERVICES**

Please note that we cannot offer refunds for those services, including meals, you choose not to use during your holiday. Any changes that you may make when on holiday will incur additional charges.

#### **8. OTHER GUESTS**

Many establishments, especially in cities and major beach resorts, accommodate conventions and conferences. Also, at certain times of the year, some destinations have an influx of groups such as students, associations or clubs. The accommodation we feature is often shared with guests from many other countries with different cultures and customs and we have no control over the acceptance of bookings at the accommodation we feature other than our own. We are, therefore, unable to accept responsibility for any limitation of facilities due to such groups or inconvenience that their activities may cause you.

#### **9. WATER/ELECTRICAL SUPPLIES**

In many of the less sophisticated destinations we feature, the water and electricity services struggle to keep up with the increased demands from tourism. Limited rainfall can put further pressure on their provision. Establishments do everything possible to maintain full services. However, occasional power cuts and/or water restrictions may be experienced.

#### **10. WATERSPORTS AND OTHER ACTIVITIES**

Many establishments offer water sports and other sporting activities, in some cases these may be free of charge. Please note that in the interests of your personal safety, the operators of these activities may require that you demonstrate your competence (for example a swimming test) prior to commencement and reserve the right to refuse participation for any reason if they feel this may compromise your or another guests safety. You should also ensure that you are adequately insured prior to venturing into such activities. We do not recommend the use of mopeds/motorcycles and cannot be held responsible for your safety.

#### **11. TRANSFERS**

There will be no charge for children under 3 years of age (providing they sit on an adults lap, and do not occupy the front seats of the vehicle). Children aged 3 years and above always count as a passenger, occupy a seat and must be booked and paid for in full.

If customers choose to use or take a child seat, then the child must be included in the total number of passengers travelling, as a seat in the vehicle will be required

**N.B. - Some countries do not require the same safety standards as that in the UK. If parents choose to use a car seat, we recommend they take their own to ensure safety standards. Upon request at the time of booking, in some resorts, child seats can be pre-booked.**

#### **12. AREAS SURROUNDING ACCOMMODATION**

Please note that areas surrounding the accommodation including for example the sea, beach, roads and landscape do not form part of the holiday description and have not been inspected. You are responsible for taking responsibility for the safety of yourself and members of your party.

#### **13. BUILDING AND DEVELOPMENT WORK**

Many accommodations and resorts are continuing to develop, sometimes rapidly and intensively and often with little or no advance warning. Whilst we have no control over such work, it is important to us that you are aware of any significant building/refurbishment work that may be going on during your stay and we will endeavour to notify you of any activity as soon as possible to maintain full services. However, occasional power cuts and/or water restrictions may be experienced.

#### **14. HOLIDAY SEASONS**

Most of the destinations we feature/advertise are available all year round. However in low season it may be necessary for establishments to scale

down or even withdraw some of their facilities. During peak periods, establishments often experience full occupancy which may result in a livelier atmosphere and slower service.

#### **15. PUBLIC HOLIDAYS**

Religious festivals, public holidays and local events may affect the provision of facilities and entertainment. We suggest that you take this into consideration when selecting your departure date. We will be happy to advise you at the time of booking. For additional information, please consult local libraries, tourist offices and/or the internet.

#### **16. LOST ITEMS**

If you lose any personal items whilst on holiday, please obtain a written report from the local representative (where applicable), or police, to help with any insurance claim on your return.