

BOOKINGS CONDITIONS – BURLEIGH TRAVEL LTD, ATOL HOLDER 4572

Introduction and Financial Security

Please read these booking conditions carefully, since they, along with the information in any itinerary, or costings sheets, set out the terms and conditions of the contract between you and us. When you have made a booking with us, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions and other information set out in our literature. Your contract will be with Burleigh Travel Ltd. When you buy an ATOL protected air package, or flight from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 4572. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. For package holidays which do not include travel by air we have arranged a bond with ABTA Limited, membership number Y6129. If you buy arrangements other than a package holiday, this financial protection does not apply. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Further information on the Code and arbitration can be found at www.abta.com.

1. Your Reservation

All bookings are made and accepted subject to the terms set out in these conditions. When you instruct us to confirm your booking, we will do so immediately and you should pay your deposit at that time. A booking confirmation will automatically be raised and sent to you. It is on dispatch of either this confirmation or receipt of a signed booking form that a contract is made between us incorporating these conditions. Please note that all deposits paid are non-refundable.

2. Prices

The prices of your holiday is subject to surcharges if increases occur in transportation costs (including fuel), dues, taxes (such as increases in, or imposition of VAT, or other Government imposed taxes), or fees chargeable for services such as landing taxes, embarkation/disembarkation fees at ports and at airports and exchange rates. In the case of all surcharges we will endeavor to advise you as soon as possible and we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of 2% will be surcharged and we will forward an amendment invoice reflecting any changes made. However, if the surcharge means paying more than 10% extra on the holiday price you will be entitled to cancel your holiday with a full refund of all monies paid with the exception of any monies paid to us in respect of insurance premiums and amendment charges. If you do decide to cancel because of this you must do so within 14 days of the date of issue of the amendment invoice. No surcharges will be applied within 30 days of your 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. The UK government has announced their intention to replace Air Passenger Duty, which is payable by all passengers on flights departing from UK airports, within a new Emissions Tax, known as Aviation Duty. At this time we are not aware of the final details of the new Duty and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. In the event that our costs increase as a result of the change, we reserve the right to adjust the prices shown to reflect those changes in costs.

3. If We Change Your Holiday

We plan the arrangements for holidays and tours many months in advance and although it is unlikely that we will have to make any changes to your confirmed arrangements, this does occasionally happen, and we reserve the right to make such changes at any time. Unless specifically stated in our quote your accommodation is booked on an 'unnamed' basis, so any perceived change in this element would not constitute a change to your holiday. Most changes are of a minor nature and in the event of a minor change, we will endeavor to inform you as soon as possible before departure, but will not be obliged to do so or to pay you any compensation. Sometimes, major changes are necessary to your flight or accommodation. A major change is one of the following:

- (a) A change of your time of departure by more than 12 hours,
- (b) A change of resort area, or
- (c) A change of accommodation where the new accommodation is of a lower classification.
- (d) A change of airport (but not the change of a London airport, or if the alternative airport is within a reasonable distance of the original one).

If we have to make a major change to your holiday you may either

- (a) Accept the changed arrangement; or
- (b) Purchase another holiday or tour from us if one is available; or
- (c) Cancel your holiday and obtain a full refund.

These are only illustrations of significant changes and there may be other changes which constitute a significant change.

In addition, in appropriate cases, we will pay compensation of an amount which is reasonable taking into account all the circumstances. We will not consider it appropriate to award compensation if, for example, we are forced to make a major change for reasons of force majeure. Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers,

world health organisation or foreign office advice, closure or congestion of airports or ports, or other similar events beyond our control.

You should note that flight timings and carriers are for guidance only, and are subject to change, for example as a result of airline procedures, late check-ins, or other circumstances beyond our control. The final details will be confirmed on your tickets, which should be checked when you receive them. We will not be liable to pay compensation for any flight delays, as these are covered by insurance and clients are urged to insure against cancellation.

Where, after departure, a significant proportion of the services forming part of your holiday are not or cannot be provided, you will have the choice of returning to your point of departure and receiving a pro rata refund for the cost of the remainder of your holiday, or accepting alternative arrangements. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances.

4. If We Cancel Your Holiday

4.1 We reserve the right, in any circumstance, to cancel your holiday or tour. We reserve the right to cancel your holiday or tour in any circumstance, without reason, if it is more than 8-12 weeks from the scheduled departure. 4.2 We will not cancel less than 12 weeks before the scheduled departure date, unless for the reasons as detailed in Condition 3 (Changes to your Holiday) and Condition 7 (Booking & Payment). 4.3 If we cancel your holiday or tour in accordance with clause 4.1 of this agreement we will return to you all monies paid, or offer you an alternative holiday of comparable standard. Upon offering you these options we will have no further liability to you. 4.4 If we do cancel your holiday, and the cancellation is for the reasons set out in Condition 3, we will return to you all monies paid, or offer you an alternative holiday of comparable standard. Upon offering you these options we will have no further liability to you. 4.5 If you fail to make payment on time, and we cancel your holiday for the reason set out in Condition 7, we will not return any deposit or monies paid. Upon cancellation we will have no further liability to you.

5. Our Liability to You

We promise to make sure that all parts of the holiday/tour we have agreed to arrange as part of our contract are provided to a reasonable standard and in accordance with that contract. We also accept responsibility for what our employees, agents and suppliers do or do not do. However please note that we will not be liable for injury, illness, death or consequent losses suffered by you or any member of your party unless you are able to prove that such injury, illness, death or consequent losses was caused by a lack of reasonable care and skill on the part of ourselves or our suppliers. And in all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:-

- (a) the fault of the person(s) affected or any member(s) of their party or;
- (b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or;
- (c) an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see force majeure)
- (d) the fault of anyone who was not carrying out work for us (generally or in particular) at the time.

Burleigh Travel cannot assume responsibility for your group members during your tour and as such ensuring acceptable conduct and general safety whilst carrying out the tour is the responsibility of the group leaders/teachers that travel with the group. Teachers / tour organisers are also responsible as part of their procedure for the school / club sanctioning of a sports tour, for evaluating, assessing and ensuring the safeguarding of the pupils they have agreed to take part in the tour.

In addition, we will not be responsible (i) where you do not enjoy your holiday or suffer any problems due to something about which you did not tell us when you booked your holiday/tour and where the problems you suffered did not result from any breach of our contract or other fault of ourselves, our suppliers or agents (ii) where any losses, expenses, costs or other sum which you have suffered relate to any business. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or literature and we have not agreed to arrange them. The promises we make to you about the services we have agreed to provide or arrange as part of our contract and the laws and regulations of the Country in which your claim or complaint occurred will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the complaint or claim complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with UK laws and regulations of the UK which could have applied had those services been provided in the UK. In respect of travel by air, sea and rail, our liability will in all cases be limited as if we were carriers under the appropriate Conventions which include:- The Athens Convention, The Montreal Convention and the Berne/Cotif Convention, In all cases except where personal injury, illness or death results, our liability is limited in total to twice the holiday price of the person(s) affected.

6. If You Have a Complaint

We do try to ensure that your holiday / tour with us is as enjoyable as possible, but occasionally things do go wrong. If they do, the following is the procedure to be followed:-

During your holiday: It is important that you immediately inform your courier, resort representative or Burleigh Travel who will try to put things right quickly. If your

complaint cannot be resolved locally, complete a report form outlining your complaint within 28 days of your return home by writing (by Recorded Delivery and take effect from the date received by us to :- **32 Lansdown, Stroud, GL5 1BG** – quoting your booking reference number and giving all relevant details of your complaint. It is a condition of these booking conditions that you follow the procedures outlined in this paragraph in the event of a complaint and that any complaint is made by the tour organizer themselves. Disputes arising out of, or in connection with this contract which cannot be amicably settled, may, if you do so wish, be referred to arbitration under a special scheme administered by IDRS part of the Chartered Institute of Arbitrators. Details and application forms are available from ABTA Limited, 30 Park Road, London SE1 9EQ.

7. Booking and Payment

The person who makes the booking is responsible for all payments in respect of the booking. Your reservation will be made definite upon payment of the agreed sum on our booking form or any interim deposit. It is a condition of booking that you are adequately insured on your holiday. We allow 7 days from confirmation of the booking for monies to reach us by post. If we do not actually receive the money within this period, we will automatically cancel your reservation and we cannot be held responsible if that holiday or tour is subsequently not available. The full balance of all flight tours must be received by us at least 12 weeks before the departure date unless subsequent arrangements have been confirmed in writing. Other non flight based tours may vary and deadline dates will be noted on your receipt of payment advice. Consequently for bookings made within 12 weeks of departure full payment must be received at the time of this booking. If payment is not made in accordance with the above conditions together with any interim payment deadlines your booking may be cancelled and charges set out below will be payable. If an interim payment is required we will advise this is your receipt

8. Changes by You

If you wish to change your booking this request must be put in writing and if we can accept the change, the following charges will apply. Timescales refer to the date of receipt of your instructions in writing and cancellation charges are detailed in Condition 9.

Period before departure (inclusive) we receive details of change	Change of name only	Other Changes
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30 days or more	£10 per name change	£10 per person
Less than 30 days	Loss of deposit for each name changed*	Cancellation charge as shown below charged

* Name changes within 30 days of departure involving schedule flights, cancellation charges will apply. If all names on the booking are changed, cancellation charges will apply.

If the number of persons in a booking changes, the holiday price will be recalculated on the basis of the amended party size. Any increase in price per person as a result of a part cancellation (e.g. for apartment under-occupancy) is not a cancellation charge. A separate cancellation charge as detailed in Condition 9 will be made in respect of any persons canceling and the booking will be re-invoiced accordingly.

You may change your booking up to 30 days before departure by transferring it to another person if you are unavoidably prevented from travelling, and the transferee meets any conditions which may apply to the tour. The right to transfer is subject to payment of an administration fee of £10 per person together with all additional charges of whatever sort imposed by suppliers providing the component parts of the tour charges. In some cases due to the airlines conditions, name changes are not permitted and a new flight may have to be purchased.

Any additional costs incurred as a result of changes must be met by you.

9. Cancellation By You

If you wish to cancel your booking this must be done in writing from the person whose name is on our confirmation invoice, and must be sent by Recorded Delivery Post. In the event of cancellation, or part cancellation, the following charges will be payable (the following charges are the maximum that will be payable in each case. We should, for example, point out that it is extremely rare for us to have to charge more than the deposit for cancellations received more than 84 days before departure, but this can occur. The reference below to deposit will include any monies received to hold a booking, including prior to the sending out of a confirmation invoice):-

Period before departure date (inclusive) that letter is received by us	Cancellation charge expressed as a % of total cost
More than 84 days	Deposit (or £200 per person, whichever the greater)
84-30 days	50% per person (or £400 per person, whichever the greater)
Less than 30 days	100% per person

CANCELLATION MUST BE NOTIFIED IN WRITING TO US (BY RECORDED DELIVERY POST) AND TAKE EFFECT FROM DATE RECEIVED BY US. The definition of loss of 'deposit only' as detailed above refers to the amount requested on our costing sheet or shown on our Receipt of Payment form. This will be the minimum deposit lost on cancellation regardless of any lower amount paid by yourself.

Any additional costs incurred by us as a result of your cancellation must be met by you.

10. Fixtures & Tournaments

We take all possible steps to ensure all agreed matches actually take place and consequently our success rate has been excellent. On occasion, due to circumstances beyond our control a match may not take place and it is a condition of this contract that Burleigh Travel can not be held liable for this. We would also stress that the dates of

games, kick off times and opposition shown on our itineraries can change due to fixture commitments of the host clubs and we can not be held liable for changes of this nature.

The acquisition of any Permission that you are required to obtain to enable your tour to proceed and/or play your fixtures is your responsibility. Refunds will not be possible should you not be able to obtain the permissions that you require.

11. Miscellaneous Conditions

Certain airline ticket regulations specify that on flights, both the outbound and inbound sections of the air ticket must be used. In the event that the outbound flight is not used, the person concerned will not be allowed to return on the inbound charter-flight.

We recommend that you should check-in for your flight two hours before ticketed departure time. Failure to do so may result in you being refused permission to board the aircraft and we cannot be held liable. Should anyone be refused admission to the flight, or the destination country, or to the UK on return by the airline, or the government authority then we are powerless to assist and cannot be held responsible for any costs involved.

Please note that to be classed as an infant, in accordance with Air Navigation Regulations, a child must be under 2 years of age on the date of their return flight. We reserve the right at our absolute discretion to terminate without notice the holiday of any person whose conduct, or behaviour in our opinion justifies it. The accommodation supplier, captain of any aircraft, or driver of any coach also has the right to refuse to carry, or to off-load any person mis-behaving. In either case, we shall be under no further liability to provide any part of that person's holiday, or travel arrangements, or for any further costs incurred by such a person. You also agree to indemnify us against any claim or expense we may suffer or incur arising from any damage caused to any property by yourself or any member of your party while on holiday.

The contract incorporating these Booking Conditions is governed by English Law, all claims should be subject to the exclusive Jurisdiction of the English Courts. For certain tours a security bond payment is required, if instructed to pay this, failure to comply will mean your booking will be cancelled and charges as set out above will apply.

12. Special Requests

Should you have any special requests, you must notify us of these at the time of booking. We will inform the relevant supplier but regret that we cannot guarantee that these requests will be met.

13. Passports and Visas

Various visa and health requirements are applicable to the various countries we offer packages for. While it is ultimately the responsibility of the client to arrange all the necessary documentation and health formalities we will assist where possible. Burleigh Travel will not be liable for failure to arrange these requirements.

14. ATOL Financial Protection (Burleigh Travel Ltd, 4572)

All the flights and flight-inclusive holidays are financially protected by the ATOL scheme. When you pay you will be issued with an ATOL Certificate. Please ask for it and check to ensure everything you booked (flights, hotels and other services) is listed on it. For more information about financial protection and the ATOL Certificate go to www.caa.co.uk/ATOLcertificate.

15. Occupancy of Accommodation

All our costings are based on full occupancy of the accommodation units and any under occupancy will be subject to surcharges.

16. Number Bands and Rates

Our costings sheet set out the per person cost of our tours. We should make it clear that these prices will be applied depending on the number of persons making the booking at the outset. The price that will be charged to any persons wishing to join the tour at a later stage will be at our discretion. If, having made a booking, a member or members of your group decide to cancel, the cost will be recalculated based on the new total number traveling and the revised per person cost will be that applicable to the band into which the new group size falls.

17. Disabled Clients

We are not a specialist disabled holiday company, but we will do our utmost to honour any special requirements you may have. Before making a booking we will need to know if you have any medical/physical/mobility needs which might affect how and if we can deliver all of your chosen holiday services. These needs may affect your flight, transfers or the suitability of your accommodation or other aspects of your holiday. We would ask therefore that you submit any special needs/requirements to us in writing before making a reservation. We cannot be held liable if you fail to tell us about any special requirements that may affect the quality of your holiday/tour.

18. Data Protection

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 and any special requirements. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to relevant suppliers of your travel arrangements such as airlines, hotels and transport companies. The information may also be provided to security or credit checking agencies, public authorities such as immigration if required by them or as required by law. Additionally where your holiday is outside the European Economic Area, 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 sensitive information that you give us such as details of any disabilities/religious requirements. In making this booking you consent to this information being passed on to the relevant person(s). We will confirm the details we hold about you on request.

19. Marketing

We do not share any information with third parties, but we would like to hold your information, where collected by us for our own future marketing purposes. If you do not wish to receive such information in the future please inform us as soon as possible.