

# FULL BOOKING CONDITIONS

YOUR CONTRACT IS WITH EASTERN APPROACHES, HOLDER OF ATOL 9445

## 1. Your Tour Contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by Scottish Law, and the jurisdiction of the Scottish Courts. You may however, choose the law and jurisdiction of England or Northern Ireland if you wish to do so.

We are unable to confirm provisional or conditional bookings; only bookings made on the booking form and accompanied by a signature and the required deposit are considered valid.

Upon receiving your booking we send you a letter confirming your place on the tour and an official ATOL Receipt for your deposit that shows the flight times. Accompanying this will be full, detailed Practical Information that includes these full Booking Conditions, a recommended Reading list and a Detailed Itinerary. This information is a part of your contract. It is our policy to allow a two week 'cooling off' period: if, within 2 weeks of receiving this information, you decide to withdraw, please notify us and we will refund your deposit. This notification must be in writing. As soon as bookings reach viable numbers we will send an official ATOL Confirmation together with the Invoice for the final balance payable on the date shown. Only one set of all these documents are sent.

If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us, within 14 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.

## 2. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package tours booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 9445. 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.

## 3. Your Tour Price

- a) We reserve the right to alter the prices of any of the tours shown in our brochure. You will be advised of the current price of the tour that you wish to book before your contract is confirmed.
- b) When you make your booking you must pay a deposit of approximately 10 % of the tour cost per person or as specified in the tour publicity. We will confirm your place on the tour and send an official ATOL receipt for the deposit. As soon as bookings achieve viable numbers we will send you your official ATOL Protection Confirmation and an Invoice for the final balance due on the date shown. The balance of the price of your travel arrangements must be paid at least eight weeks before your departure date. *Note that no reminder is sent out for the balance payment.* If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements.
- c) If your booking is made nine weeks before departure it must be accompanied by the full tour price, and the 'cooling off' period is not applicable.
- d) 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. 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 tour 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.

Should the price of your tour go down due to the changes mentioned above, by more than 2% of your tour 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.

- e) We welcome Credit and Debit card payments. No charges are made for Debit card payments, but in line with most major travel companies we make a surcharge of 2% for Credit card payments. Note that this surcharge is not shown on your ATOL receipt, but will appear in your card statement.

## 4. If You Change Your Booking

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 no later than 12 weeks prior to travel. You will be asked to pay an administration charge of £50, 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.

We are happy to discuss any changes or amendments verbally or by email, but note that such changes can only be requested in writing by letter or fax, email or verbal requests are not valid.

**Note: Certain travel arrangements (e.g. air 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.**

## 5. If You Cancel Your Tour

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 7.

**Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.**

## 6. If We Change or Cancel Your Tour

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements up to a year 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 for the better, and we will advise you 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 eight 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.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used.

Please note that carriers such as the airlines used in the brochure may be subject to change. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we make a major change to your tour, we will inform you 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 comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked tour 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:

**IF WE CANCEL YOUR TOUR UP TO 8 WEEKS PRIOR TO DEPARTURE**

**Amount you will receive from us**

All monies paid

**IF YOU CANCEL YOUR TOUR**

**Amount of cancellation charges**

70 days or more from departure  
56-69 days  
29-55 days  
15-28 days  
Less than 14 days

Deposit only  
30% of total tour cost  
60% of total tour cost  
90% of total tour cost  
100% of total tour cost

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

**Force Majeure:** This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

**7. If You Have A Complaint**

If you have a problem during your tour, please inform our representative immediately who will endeavour to put things right. 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. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

**It is strongly recommended that you communicate any complaint to our representative without delay and complete a report form whilst on tour.** If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on tour and this may affect your rights under this contract.

**8. Our Liability to You**

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices.

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 tour cost from us.** Your right to a refund and/or compensation from us is set out in clause 6. 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](http://www.auc.org.uk)

**9. Prompt assistance on tour.**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

**10. Passport, Visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

We will advise any visa requirements necessary at the time of booking. Note that we can only advise requirements applicable for UK passport holders, and for obtaining visas in UK. However, it is your responsibility to obtain the visa prior to travel. In some circumstances, e.g., where prior authorisation is required from the host country, or a group visa is required, we will obtain the visas on your behalf.

**11. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on tour are not part of your package tour provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

**12. Insurance.**

We ask that all travellers hold travel insurance policies. We insist on this for your own protection in case you have to cancel the holiday, or in case of loss or accident on the tour. Those not resident in the U.K. must obtain travel insurance from the country of residence. Note that we do not sell insurance

Please check your insurance carefully. E.g., does it cover full repatriation expenses in the event of an accident? Does it cover full tour refund in the event of cancellation through accident, illness or bereavement immediately prior to a tour? In fact things like this are fairly standard to most travel insurance but it is as well to make sure. Remember that an accident abroad can involve very large sums of money if you are not adequately insured.

*If you have not already given your insurance details on your booking form, please send us your details before travel (including Policy number and emergency telephone number).* Although it is not essential that we have this, it makes it easier for us to render assistance during the tour in the unlikely event of accident.

**13. UK Government Foreign & Commonwealth Office Travel Advice.**

We adhere to FCO travel advisory notices for overseas countries. If the advice is against travel to a destination included in an itinerary, we may have to postpone, re-route or cancel the tour. You should also check with your travel insurance company to confirm how any government travel notice affects your cover as this varies between insurers. FCO Travel advice is available at <http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/>

**14. Single Rooms.**

Single occupancy is usually more expensive, particularly as most hotels now put singles into double rooms, hence a Single Supplement is payable. It is company policy to charge only the hotel charges on single supplements; no margin is added for the company. If a tour participant is willing to share, we will try our best to match them with someone of the same gender. If, however, there is no suitable match, the single supplement will apply.

**15. Land only arrangements.**

We do not normally give any reduction on flight prices for those wishing to make their own flight arrangements, as tour prices are for full packages including international flights from UK airports and the tour price is based on obtaining minimum numbers for the flights. Only under exceptional circumstances will we offer a reduction for those making own flight arrangements, e.g., passengers from outside UK when it might not be viable to fly to the destination via a UK airport. In such cases passengers must realise that (a) The reduction will not be the same price as a normal return air fare, (b) they would fall out of the ATOL licensing and any coverage, guarantees, liability and conditions governing the ATOL bonding by the Civil Aviation Authority, and (c) Eastern Approaches are not liable for flight arrangements not made through us in the unlikely event of cancellation or change of dates.