



Please check all names, dates and timings are correct on receipt of this and all future documents and advise us of any errors immediately. Details shown on this INVOICE/ATOL receipt are correct as at the time of booking. When the booking is with Charter Travel (ATOL 4151) then Charter Travel's Terms and Conditions apply (see sections B and C). However, when Charter Travel acts as agents for ATOL Holder/Principal, the ATOL Holder/Principal's Terms and Conditions apply (see sections A and C). Certain flights are non-changeable/non-refundable. Car Hire is non changeable/non-refundable. Where changes are permitted charges will be incurred. **Your balance is due by the date shown above. No payment reminders will be sent. Late payments will be subject to a supplement (see section C).** All cheques should be made payable to CHARTER TRAVEL. If you require a receipt please request one when paying your balance. Accounts paid in full by credit card/debit card will be subject to an additional charge of 3.5% of the invoice total. We regret that failure to pay the balance by the required date may result in the cancellation of this booking. It is a condition of certain Tour Operators and airlines that you take out adequate travel insurance. We strongly recommend that you take out travel insurance once you have made your booking and this can be arranged by us on your behalf. Please ask for details. Tickets will be sent out 4/7 days before departure date. Thank you for booking your travel arrangements with Charter Travel. We would like to take this opportunity to wish you a pleasant journey and look forward to being of service to you in the future.

E. & O. E.

Head Office: Charter Travel, 49 Greenacres, Woolton Hill, Newbury, Berks RG20 9TA Tel: (01635) 254077
Proprietor: Mrs Sandra Colbourne VAT No: 533 3133 81

TERMS AND CONDITIONS

SECTION A – Where Charter Travel acts as Agent for another Tour Operator / Airline

CHARTER TRAVEL will endeavour to ensure all Passengers' complete satisfaction in arranging their travel/holiday requirements. However, it must be understood that when we take your booking as Agents we accept no responsibility for the Principal named on your receipt. The Principal's Terms & Conditions will apply to your booking. Travel arrangements are booked for you, by Charter Travel as Agent, for the services supplied and where every effort is made by us to make all bookings as requested, Charter Travel cannot be held liable for any alterations or cancellations to these arrangements which are beyond our control.

BOOKING CONDITIONS: SECTION B - Where Charter Travel acts as the Principal/Tour Operator

PAYMENT: £250 minimum deposit per person is payable at the time of booking and the balance due not later than twelve weeks prior to departure date. In respect of flight only, prices are subject to change without prior notice and can only be guaranteed after full payment has been received (ten working days needed for cheque clearance), with the exception of Airline/Tour Operators surcharges taxes or fuel increases, any extra service charges or VAT passed on to Charter Travel, may be invoiced to you at any time up to time of departure. An amended invoice for any increase in Taxes, surcharges or VAT applicable to the booking will be sent out where and when necessary. When bookings are made more than twelve weeks before the date of departure using a credit card to pay the deposit, Charter Travel reserves the right without prior notice to the credit card/debit card holder to process the outstanding balance, including administration charges, seven days after the balance becomes due if full payment has not been received. Any late payments may be subject to a late payment supplement. For bookings made within twelve weeks of departure, and where a credit card/debit card is given as a deposit, the balance of payment and administration charges will be held against the credit card/debit card awaiting receipt of a cleared cheque. For credit cards/debit cards /cheques which do not clear, a £25 administration fee will automatically be charged for each occasion a cheque/credit card/ debit card is presented for payment.

ACCOMMODATION: Charter Travel takes pride in providing its clients with quality properties and value for money. All properties are inspected on a regular basis. Any dissatisfaction/correspondence/complaints must be put in writing directly to Charter Travel Customer Service Dept., quoting your booking reference and all other relevant information within 28 days of returning home. CHARTER TRAVEL will supply any relevant addresses and telephone numbers required for your arrival. Any security deposits held by Charter Travel will be refunded within 8 weeks of vacating the property provided that:

- 1 No damage has been caused in or around the property.
- 2 Any person occupying the property during the rental period has charged no long distance telephone calls to the house.
- 3 Keys are received safely back to Charter Travel head office in England or, where keys have been collected locally they have been returned as instructed.

SURCHARGES: The price of your travel arrangements is subject to surcharges on the following items for increases in transportation costs eg Fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator/organiser. Government action such as increases in VAT or any other Government imposed increases. Even in this case 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 this 2% will be surcharged but where a surcharge is payable there will be an administration charge of £1 together with an amount to cover agents commission. If the increase is more than 10% of the holiday price you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and or amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 7 days from the issue date printed on the invoice, by recorded delivery. If you do not exercise your rights within this period we will confirm the alternative travel arrangements offered.

Note: Certain flight only bookings are sold on the basis that they are paid and ticketed by a specified date, failure to pay by this date may result in a higher fare being charged or the booking being cancelled and any deposits paid/due being lost.

CHANGES MADE BY YOU: If you wish to make a cancellation or amendment please do so in writing, using recorded delivery posting, enclosing the relevant amendment/cancellation charges as shown in the table in Section C.

IF WE CHANGE OR CANCEL YOUR BOOKING: 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 of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements, e.g., if the minimum number of clients required for a particular travel arrangement is not reached, failure by you to pay the final balance or unacceptable behaviour or for reasons of *force majeure*. 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. If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out below. Please note that carriers such as Airlines may be subject to change, 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 or airline or airport groups, change of accommodation to another of the same standard. If we make a major change to your booking, 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, 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:

Period before departure within which notice of cancellation or major change is received by us and notified to you. Amount shown per adult. Child prices would be 50% of adult.

More than 84 days Nil
84 – 56 days £10
55 – 28 days £20

27 – 15 days £30
14 – 0 days £40

The compensation we offer does not exclude you from claiming more if you are entitled to do so. **FORCE MAJEURE:** We regret neither we or the supplier of the services in question can accept responsibility or pay any compensation where the performance of contractual obligations is prevented or affected by reason of circumstances amounting to "force majeure". Circumstances amounting to "force majeure" include any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid an event such as war or threat of war, riots, civil strife, terrorist activity, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, government action and all similar events outside the control of ourselves or the supplier.

OUR LIABILITY TO YOU:

(i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described. If any part of your travel arrangements are not provided as promised, due to the fault of our employees, agents or suppliers we will pay you appropriate compensation if this has affected your travel arrangements. Subject to paragraph (ii) below our liability in all cases shall be limited to a maximum of X2 of the costs of your travel arrangements.

(ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law.

(iii) In respect of travel by air, sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention. You can ask for copies of these international conventions from our offices (Charter Travel, 49 Greenacres, Woolton Hill, Nr Newbury, Berks RG20 9TA)

PERSONAL INJURY UNCONNECTED WITH YOUR BOOKED TRAVEL ARRANGEMENTS: If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs and/or benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

SECTION C – IN RESPECT OF ALL BOOKINGS

PLEASE NOTE: When any of the payment is received against a credit card/debit card an administration charge of 3.5% will be made on the total ATOL receipt/invoice.

CANCELLATION: If you cancel your booking before your balance due date you will forfeit your deposit and must pay £60 per person cancellation charge. If you cancel after your balance due date you will have to pay the applicable cancellation charges which will be a maximum of 100% of the cost of the travel arrangements, plus the £60 per person cancellation charge. Cheques in payment of cancellation charges should be enclosed with notification of cancellation and sent by recorded post.

INSURANCE: We strongly advise that you insure against baggage, personal accident, cancellation and curtailment, medical and other expenses and personal money. If we have issued your policy please check your policy carefully to ensure that we have all the relevant information. This is important as failure to disclose information could invalidate your cover. Pay particular attention to ages of insured persons and any medical conditions.

MAIL: Unless otherwise instructed by you all mail, i.e. insurance/tickets/invoices, will be sent by First Class post and Charter Travel will take NO responsibility in the event of tickets lost in the post. There will be a subsequent charge for the issue of replacement tickets. You will be held responsible for any monies due and in some cases this will be the full price of the original ticket. A form of indemnity will be passed to you to claim the excess cost involved from the airline when/where possible. You can request insured special delivery for the additional cost of £15.

CLIENTS: When a booking is made all final details will be read back to you before the booking is confirmed. Once the booking details have been verbally confirmed by you any alterations/amendments to the booking will be charged at the current rate. Clients are requested to check their invoice details thoroughly as soon as they are received and inform Charter Travel of any errors or omissions within 5 working days of invoice date by telephone and then registered post. This ATOL receipt/invoice is the written confirmation of your agreed, confirmed verbal instruction. Charter Travel will take no responsibility for invoices lost, mislaid, unread, damaged or not received within the above-mentioned period.

CARRIER CONDITIONS: All Tickets, Vouchers and Coupons are issued and arrangements made subject to the relevant Carriers' Conditions. Copies are available on request to Charter Travel. It is your responsibility to ensure that all documents are in order and that you arrive in plenty of time for checking in at the airport. Please reconfirm all flight timings outbound and inbound with the airline with which you are travelling 72 hours prior to departure. Please make a note of any reference number or contact name when reconfirming for future reference. In the case of a Passenger being refused permission to board the aircraft because of the failure to reconfirm the flight or behaviour unacceptable to the airline, no refund can be made.

PASSPORTS, VISAS AND INOCULATIONS: All Passengers are responsible for their own Passport and Visa requirements and must check with relevant Embassies and/or Consulates. For those Passengers holding a British Subject Passport or any other nationality Passport a Visa will be required for most countries worldwide. Full 10 year Passports are now required for all countries and most countries now require Passports to be valid for at least 6 months after return landing. All children must have their own Passports. Please check with your own Doctor whether injections/inoculations are required for your chosen destination.

PASSING ON DATA

Please be aware that airlines are now required by law to give the US Customs and other border control agencies access to certain passenger data. Accordingly any information provided to Charter Travel in connection with your booking may be passed on by the airline to those agencies in the United States. Charter Travel may from time to time use this information we hold to send you details of future special offers. Please advise us in writing by recorded delivery if you would prefer not to receive these.

COMPLAINT PROCEDURE: Any dissatisfaction/problems regarding your travel arrangements must be reported and communicated (if possible in writing) to the principal agent. The principal should provide you with a letter documenting that you have raised the issue to them this should be signed, dated and clearly indicate the title and contact details of the principal agent. If the incident is not satisfactorily resolved by the principal agent you should advise Charter Travel in England within 36 hours of arrival at resort or within 36 hours of any dissatisfaction/problem. Charter Travel reserves the right to liaise with the management and/or owners to remedy the situation once notified whilst you are in the resort. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in the resort, 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 the matter cannot be resolved then it can be referred to the arbitration scheme arranged by ABTA www.abta.com. All customer service issues that have not met with expectation or where there is an on going issue must be notified to Charter Travel no later than 28 days after travel has been completed.

SERVICE AND AMENDMENT CHARGES ON A CONFIRMED BOOKING: In certain circumstances it is necessary to apply a service charge for the services we provide. Itemised below are the services for which we make a charge and the range of fees charged.

Service	Charge
Cancellation (in addition to loss of deposit)	Supplier's charge + £60.00 per person
Late payment supplement	Supplier's charge + £50.00 per week (up to 3 weeks and then cancellation procedures will apply)
Refunds back to client	£50.00 per person admin charge (min £90.00 per booking)
Amendments to confirmed bookings	Supplier's charge + £75 per person
Special requests after booking has been confirmed (e.g. vegetarian meals, sky cots, etc)	Supplier's charge + £40.00 per person (min £40.00 per booking)
Credit card/debit card charge	3.5% of total invoice cost (including deposit if this was previously paid by credit/debit card)
Taking promotional vouchers	£30.00 per person (min £80.00 per booking)
Arranging Passports and Visas	Passport/Visa fee + £40.00 per person admin
Pre-booking airline seats after confirmed booking	Airline charge + £5.00 per person
Pre-booking specialist equipment (e.g. ski packs, etc)	Supplier's charge + £20.00 per person (min £40.00 per booking)
Accommodation only bookings	Supplier's charge plus £50.00 per week administration charge
Bookings under £150.00 in value	£25.00 booking charge
Late booking charge	£20.00 per person
Planning dynamic packaging and tailor made itineraries	£50.00 (deducted from a confirmed booking)
Re-issue of lost or mislaid ATOL receipt/invoice/insurance certificate	£50.00 per document
Re-issue of lost or mislaid tickets/vouchers	Suppliers charge + £75.00 per person
International telephone/fax calls	Cost of calls + £15.00 admin fee
Tickets dispatched by insured delivery	£20.00 minimum Charge
Tickets dispatched by courier	Cost of courier + £15.00 minimum charge
Delivery of tickets by hand	£10.00 + .50p per mile. Minimum charge £15.00
Customer Service fee	£15.00 minimum fee
Supplementary invoice due to surcharges/fuel charges/additional taxes made by airline/Tour Operator	Supplier charge + £5.00 per person administration fee (maximum £75.00 per booking)
Any other changes will incur	Supplier charge + £100.00 per person

These terms and conditions are legally binding from 11 October 2006. A Court may strike out or override any part of these Terms and Conditions which it considers unreasonable, invalid or unlawful (whether an entire clause or only part of one) and enforce these Terms and Conditions as if the offending part had never been contained in it.