

General Conditions

1. You pay a deposit

When you make your booking you must complete and sign a booking form accepting on behalf of all party the terms of this General Conditions, and pay a deposit of £100.00. You must also pay applicable insurance premiums if you wish to purchase the insurance we offer.

2. You pay the balance

The balance of your holiday cost must be received by us at least 8 weeks prior to your departure. If you make your booking 8 weeks or less before departure you must pay the full cost at the time of booking. If the balance is not paid in full and on time we reserve the right to treat the holiday as cancelled by you, retain your deposit and apply cancellation charges as set out in paragraph (4) if you cancel your holiday.

3. If you change your booking.

If, after your confirmation has been issued you wish to change your holiday booking we will do our best to help. Although changes cannot be guaranteed, provided written notification is received at our office from the person who signed the Booking Form, not later than the date on which the balance of the original holiday cost was due for payment. This must be accompanied by a payment of £50.00 per person to cover administration costs plus any additional costs incurred by us or imposed by our suppliers. Any alteration requested after this date will be treated as a cancellation by you of the original booking and the cancellation charges set out in paragraph (4) below will be applied except where the change requested is to substitute a party member where that person is prevented from taking their holiday. In this situation, this person may transfer their place on the booking to someone else introduced by you on payment of £50.00 per person together with all costs incurred by us or imposed or levied by any of our suppliers as a result of the transfer providing we are notified not less than 4 weeks prior to the start of your holiday. Any request for substitution received less than 4 weeks before departure will be treated as a cancellation with any new arrangements being treated as a fresh booking. For flights inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

4. If you cancel your holiday

You or any member of your party, may cancel your holiday at any time provided that the cancellation is made by the person who signed the Booking Form and is communicated to us in writing via the office. As we incur costs from the date we confirm your booking we will retain your deposit and in addition apply cancellation charges up to the maximum amount shown below per person cancelling. Amount of cancellation charge shown as percentage of the total holiday price excluding insurance premiums and amendment charges which are non refundable in the event of your cancellation. These charges are calculated from the date we received your written notification.

MORE THAN 60 DAYS	DEPOSIT
60-36 DAYS	50%
35-22 DAYS	70%
0-21 DAYS	100%

5. If you have a complaint

If you have a complaint during your holiday please inform the courier/representative and the supplier of the service(s) in question immediately who will do his/her best to help you

straightaway. If the matter cannot be resolved your satisfaction you must notify us in writing giving us full details within 28 days of the completion of your holiday. We regret we cannot accept liability in respect of any complaint or claims, which are not notified in accordance with this clause.

6. Other Items

(a) You are responsible for ensuring that you are at the correct departure point at the correct time and we cannot be liable for any loss or expense suffered if you are not. As soon as you receive your confirmation invoice and tickets, please check the details carefully and inform us immediately if any information which appears on the confirmation or any other document appears to be incorrect as it may not be possible to make changes later. We regret that we cannot accept liability if we are not notified of any inaccuracies in any document within ten days of our sending it out.

(b) We reserve the right to refuse a booking or terminate your holiday in the event of unreasonable conduct which in the opinion of ourselves or some other person in authority is causing or is likely to travel arrangements will immediately cease. Full cancellation charges will apply and we will be under no obligation to make any refund, pay any compensation or meet any expenses or losses you or that person incur as a result.

(c) PASSPORT & VISAS British Citizens require a full ten year British passport, a visitors passport is NOT accepted. Persons aged 16 years and over cannot travel on their parents' passports. Your passport must be valid for at least six months after your intended travel date. It is your responsibility to ensure that you are in the possession of the correct travel documents. Please check the requirements at the time of booking and in good time before departure.

(d) HEALTH regulations are subject to change and passengers are reminded that they are responsible for complying with entry and health requirements of all countries they intend to visit. A Department of Health leaflet "A Traveller's Guide to Health" can be obtained from your doctor or by phoning free phone 0800 555777. There are no mandatory requirements for vaccinations, although if you have been in a Yellow Fever infected country within six days, you must provide a certificate of vaccination. Check with your GP with regard to other precautions, such as hepatitis, Polio, Cholera, Typhoid and Malaria. We regret we cannot accept liability if you are refused entry onto any transport or into any country due to failure on your part to carry the correct documentation.

Our promise to you

1. We reserve your holiday

A binding contract between us comes into existence when you confirm your booking to us over the telephone or via email/fax/post or in all other cases when we dispatch our confirmation invoice. The terms of this General Conditions form the basis of this contract, which will be governed by English law and is subject to the exclusive jurisdiction of the Courts of England and Wales.

2. Your holiday price

Holiday prices include all land, and in most cases air arrangements and prepaid taxes. Unless specifically indicated in holiday itinerary or description contained in this brochure, entrance fees, guide fees, city sightseeing, tours and optional excursions are not included

in the holiday cost. We reserve the right to increase or decrease the prices of unsold holiday arrangements and correct errors at any time. The current price will be confirmed at the time of booking. As soon as you have confirmed your booking and paid your deposit, or full payment, if booking eight weeks or less before departure and your booking has been received at our office, then subject to error the price of your holiday is guaranteed against currency surcharges. The price of your holiday is not subject to surcharges except as a direct result of Governmental Action. Even in this case we will absorb increases up to a total 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 surcharges but where a surcharge is payable there will be an administration charge of 50p per person. If this means paying more than 10 % of the holiday price you will be entitled to cancel your holiday with a full refund of all money paid to us except for any insurance premiums and amendment charges. Should you decide to cancel because of this you must exercise your right to do so within 14 days from the issue date printed on the invoice. We promise not to levy a surcharge within 30 days of departure. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note changes and errors occasionally occur. You must check the price of your holiday at the time of booking.

3. If we change your holiday

The arrangements for holidays in this brochure are made many months in advance. Accordingly we must reserve the right to make changes to and correct errors in brochure and holiday details both before and after your booking has been confirmed. Most of these changes will, however, be minor. When they are significant we will notify you as soon as it is reasonably possible before your departure. "A significant change" is one made before departure which involves changing your departure time by more than 12 hours, your departure point (except as between Gatwick, Heathrow, Luton, Stansted and London City and vice versa) to one which is more inconvenient for you, your resort area, reducing in quality of your main hotel or a change of tour itinerary which involves a destination being completely eliminated from the revised itinerary. Please note, a change or reduction in quality of one or more single overnight hotels or a change of commentary from English only to multilingual which includes English on touring and part touring holidays will not be a significant change. Further, all other changes will be treated as minor ones. In the event of a "significant change" we will offer you the choice of:

(a) continuing with the holiday amended or

(b) purchasing an alternative holiday of comparable standard if available (and paying or receiving a refund in respect of any price difference; or

(c) cancelling your booking and receiving a full refund of all monies paid to us.

In the event of a significant change, we will in addition pay you compensation in accordance with and limited to the compensation table set out below except where we are forced to make the change 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 which

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include but are limited to those amounting to "force majeure" as described in this agreement. No compensation is payable in such circumstances and we regret we cannot meet any costs or expenses you may incur as a result of any changes. Minor changes do not entitle you to cancel or change to another holiday without paying our normal charge. No compensation is payable for minor changes. Period before departure in which significant change or cancellation is notified to you

Over 29 days Compensation per person £10.00

28-15 days Compensation per person £15.00

14-8 days Compensation per person £20.00

7-0 days Compensation per person £25.00

4. If we cancel your holiday

In certain circumstances we may have to cancel your holiday. We will not however, cancel your holiday after the date the balance of your holiday price falls due except where you failed to make payment in full and on time or where we are forced to do so as a result of circumstances outside our control including those amounting to "force majeure" as described below. If cancellation should occur (other than due to your default in payment) we will offer you a suitable alternative, if available (with you paying or receiving a refund in respect of any price difference) or a prompt and full refund of all monies you have paid to us. In accordance with a limited to the scale shown in clause 3 IF YOU CHANGE YOUR HOLIDAY, we will pay compensation subject to the following exceptions.

5. Force Majeure Compensation

It will not be payable where we are forced to 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 (which include but are not limited to those amounting to "force majeure" as mentioned below). Additionally, compensation will not be payable where we cancel because an insufficient number of people have booked your chosen holiday you will be notified of any cancellation for this reason not less than eight weeks before your scheduled departure date. Very rarely, we may be forced to curtail your holiday after departure where circumstances amounting to "force majeure" as described below arise. In this very unusual situation, we regret we cannot make any refunds or pay any compensation or be responsible for any costs or expenses incurred by you as a result. We regret we cannot accept responsibility or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to "force majeure". In his 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 as war or threat of war, riots, civil strike, terrorist activity, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, governmental action and all similar events outside our control.

6. What happens to complaints

We can normally agree an amicable settlement of the few complaints we receive. However, if we cannot agree, you are entitled to ask arbitration under special ABTA scheme devised for the travel industry and administered by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with

restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £1500.00 per person or £7500.00 per booking form or to claims, which are solely, or mainly in respect of physical injury or illness or the consequences of such injury or illness. Details of the scheme will be supplied on request.

7. Our responsibility to you

(a) Please note this subclause does not apply to any bookings of one type of service only (eg. Flight only, accommodation or car hire only). We accept responsibility for the acts and/or omissions of our employees, agents, subcontractors and suppliers providing they were at the time carrying out work authorised by us and for ensuring that we provide the services as described within this brochure and to reasonable standard. This acceptance of liability does not however apply where you suffer death, bodily injury or illness (dealt with separately below) or where circumstances amounting to "force majeure" occur as described in clause 4 above. In all cases except where personal injury, illness, death, loss of / damage to luggage or personal possessions (including money) results or a lower limitation applies, our liability (if we are found liable to you or any member of your party on any basis) is limited to a maximum of twice the holiday price (excluding insurance premiums and amendment charges) of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefits from your holiday. For loss of/damage to luggage and/or personal possessions (including money), our liability is limited to £25.00 per person as you are assumed to have taken adequate travel insurance.

(b) Please note this subclause does not apply to any booking of one type of service only (eg. Flight only, accommodation or car hire only) Where appropriate and subject to our reasonable discretion, we will afford general assistance to clients who through misadventure, suffer illness, personal injury or death whilst travelling overseas, arising out of an activity which does not form part of the holiday arrangements or part of an excursion offered through us which is the responsibility of a third party. Where legal action is undertaken by the client against such a party, with the prior agreement of Skylord Holidays initial legal costs associated therewith may be met by us, always providing clients request such assistance within 90 days from the date of misadventure. The aggregate cost to us of such a general assistance and initial legal costs shall not exceed £5000.00 per booking form. Furthermore, in the event of there being a successful claim for costs against a third party or there being suitable insurance policies in force, such costs actually incurred by us shall be recoverable from you.

(c) Please note this subclause does not apply to any booking of one type of service only (e.g. flight only, accommodation or care hire only). We accept responsibility should you or any member of your party suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub contractors providing they were at the time carrying out work authorised by us except where the failure to perform or improper performance was due to your own acts and/or omissions or those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or an event which either ourselves or the supplier of the services in question could

not have foreseen or forestalled even with all due care. It is however a condition of this acceptance of liability that you will assign to ourselves or our insurers any rights you may have to pursue any third party. You must also give ourselves and our insurers your full corporation.

(d) In the event of delays we will try to minimise the inconvenience to you so far as it is possible, practical and appropriate in the circumstances prevailing at the time. However, in the majority cases the airline will arrange extra meals, etc. the event of a delay.

(e) Please remember that some amenities (eg. lifts, swimming pools, etc) require servicing or cleaning and we cannot therefore guarantee that they are always available. Some services may also be affected by weather conditions and their availability is entirely at the discretion of the provider of the service. Entertainment provided by the hotels is frequently subject to demand and its nature and/or frequency may be varied if there is a lack of demand or insufficient number staying in the hotel.

(f) Further, so far as air, sea, rail and road carriers and providers of accommodation and the services they provide are concerned our liability is limited as if we were carriers / providers of accommodation within the appropriate international conventions. (eg. Warsaw Convention for International air travel). For all claims which result from international carriage, compensation can only be paid in those situations where the carrier concerned would be obliged to pay compensation under the relevant international convention were a claim made against that carrier in that particular situation

8. Statutory Authorities

This brochure is issued to applicable Acts of Parliament and Government Regulations and the Company reserves the right to modify the itineraries to conform with requests from competent authorities in the United Kingdom and any other sovereign state through which the tour runs.

9. Conditions of Carriage.

When you travel in any form of transport, the conditions of carriage of the particular carrier will apply. These conditions may limit or exclude the carrier's liability to you, often in accordance with international Conventions. Copies of these conditions are available on request from the carriers direct or ourselves. Your contract made under the terms of this General Conditions subject to English law and jurisdiction. Once you have checked in for your flight your welfare is the responsibility of the carrier by air and the Company is not responsible for the provision of any refreshment, meals or overnight accommodation in respect of flight delays.

10. Special requests

If you have any special request, you must ensure it is clearly noted on your booking form at the time of booking. We will endeavour to pass such requests on to the relevant supplier. However we cannot guarantee that any special requests will be met and failure to do so will not be a breach of contract on our part. If you have any medical condition or disability, which may affect your chosen holiday arrangements, you must advise us in writing at the time of booking giving full details. We reserve the right to decline or cancel any booking if we feel unable to meet your particular needs.