

# BOOKING CONDITIONS

These booking conditions were published in October 2011 and apply to all bookings made thereafter. They form the basis of your contract and you should therefore read them carefully. For bookings of packages (please see below) your contract will be with Acromas Holidays Limited, registered address, Enbrook Park, Sandgate, Folkestone, Kent, CT20 3SE. Tailor Made Travel is a trading name of Acromas Holidays Limited. For all other bookings your contract will be with the supplier of the service concerned (e.g. the airline) for whom we act as an agent only. Where your contract is with the supplier of the service(s) concerned, we cannot accept any liability in relation to those services, which rest solely with the supplier concerned. The booking conditions of those suppliers apply to your booking and these will be provided to you. Where we refer to packages we mean a combination of at least two of the following types of services when booked at the same time:

(a) Transport (b) Accommodation (c) other tourist services not ancillary to any transport or accommodation and forming a significant part of the arrangements where sold or offered for sale by us at an inclusive price and where the service lasts at least 24 hours or includes overnight accommodation.

## 1. Making your booking.

Bookings can be made in person, by phone, letter, fax or email. 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. Once Tailor Made Travel has received your deposit payment, you are deemed to have entered into a booking contract. This contract is made on the terms of these booking conditions, which are governed by English Law and the English Courts will deal with any dispute. If however you have booked your holiday in Scotland or Northern Ireland any disputes may be dealt with by the local courts in Scotland or Northern Ireland and will be subject to the law of those countries. Once you have received your confirmation invoice it is your responsibility to check that the information and booking details, including the spelling of all passenger names, are correct on your invoice. Should there be any corrections, please notify us within 7 days of receipt of your invoice when no charge will be made for these changes. However, if we are advised of any changes after 7 days, an administration fee of £30 per change will apply. Sometimes we are unable to confirm certain arrangements straight away (e.g. when a hotel is only available on request). In this case, a contract for the services concerned will only come into existence once we have specifically confirmed those services have been booked, even if we have issued a receipt in the meantime.

## 2. Your Financial Protection.

Tailor Made Travel is a trading name of Acromas Holidays Limited, which is a member of ABTA with membership numbers Y1684 and L5950. ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. Acromas is obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration available to you if you have a complaint, contact ABTA, 30 Park Street, London, SE1 9EQ, Tel: 020 3117 0500 or visit [www.abta.com](http://www.abta.com). Acromas Holidays Limited also holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 0308). Where Acromas acts as the holiday organiser for holidays including air travel ATOL provides protection through the CAA. Holidays not including air travel are protected by ABTA. In the unlikely event of Acromas becoming insolvent you would be refunded any money that you have already paid us. Items not purchased directly through Acromas, such as flights, will not be protected under the Acromas, ABTA or ATOL licenses. Acromas Holidays Limited is also licensed by the Irish Commission for Aviation Regulation (Licence No TA.0598) to carry on business in the Republic Of Ireland as a travel agent.

## 3. Payment.

The lead passenger will be responsible for all payments in respect of the booking. When booking, a deposit of 10% or £100 per person (whichever is the greater) is payable, or as confirmed by your Sales Consultant. Full payment is required if within 10 weeks of departure. In addition all applicable insurance policies must be paid at the time of booking. If we are in a position to do so we will confirm arrangements immediately upon receipt of the appropriate deposit/payment so that your holiday is secured. The balance of your holiday must be paid at least 10 weeks prior to departure, or as advised at the time of booking and stated on our Confirmation Invoice. If the deposit and/or balance is not paid in time we reserve the right to cancel your travel arrangements and retain your deposit. If booking through a travel agent all monies you pay to the travel agent are held by them on your behalf until we issue our confirmation invoice. After this the travel agent holds the monies on our behalf. Most credit cards, with the exception of Diners Card, are accepted but please be advised that we will make a minimum surcharge of 2.0% on balance payments settled this way as this reflects the charges levied on us by card companies. Our sales consultants will confirm the rate and amount when taking payment.

## 4. The cost of your holiday.

We and the service providers have the right to increase or decrease the prices of unsold holiday and travel arrangements at any time. The current price will be confirmed at the time if booking, although we reserve the right to correct errors thereafter. After confirmation, the following provisions apply:

a) Packages: 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, plus an administration charge of £1.00 per person. 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 holiday 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 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.

(b) All other arrangements: the service provider can increase prices and we will notify you of any increases as soon as we become aware of them. You may then have the option to pay in full immediately to secure the rate applicable at the time of booking or pay the increased fare by making payments on the original balance due date. Where any surcharge has to be paid it will be payable with the balance of the cost of the arrangements in question or as specified on the surcharge invoice, whichever is the later. Please note, if your holiday is paid in full at time of booking we will not pass on any increase in cost to you due to currency surcharges.

(c) Airline Ticket Deadlines: Many airlines now enforce ticket payment deadlines immediately after booking. Check with your consultant for relevant ticketing and payment deadlines.

## 5. Amendments by you.

If after booking you wish to make changes to your travel arrangements we will do our best to meet your new requirements. This may not always be possible. You will need to confirm your request in writing from the person who signed the booking form, or your travel agent. There will be a £30 per booking administration fee and you will also be asked to pay any costs we incur in making the changes. Costs could increase the closer to the departure date you are so you should contact us as soon as possible. Certain arrangements cannot be changed and any alteration request will incur a 100% charge of that element of your travel arrangements. Please note that no credit or refund will be due for any unused services provided in the cost of your holiday. Whilst abroad if you make any alterations to your confirmed holiday arrangements for example due to weather changes, illness or disinclination to travel, we regret that no credit or refund is possible. If you decide to alter your travel arrangements whilst abroad this is your own responsibility and Tailor Made Travel or the Company's Agents are not responsible for any extras or difficulties that may arise with onward travel as result of such alterations. Please note that a change of travel dates to a date outside of the original travel dates is classed as a cancellation rather than an amendment.

## 6. Cancellation by you.

You, or a member of your party, may cancel your travel arrangements at any time. Changing your travel dates to a date outside of your original dates of travel is classed as a cancellation. Written notification from the lead passenger or your travel agent must be made and the cancellation will be effective from the date it is received at our offices. Since we incur costs in canceling your travel arrangements you will have to pay the applicable cancellation charges as shown below. If you cancel/amend your arrangements whilst abroad you are bound by the booking conditions of Tailor Made Travel and not those of our suppliers. If your amendments affect your VIP Home Departure Service for your return journey, it is your responsibility to contact Titan Travel on their 24 hour emergency duty control on +44 1293 450570 to advise the new details. The new transfer arrangements cannot be guaranteed. For certain hotels, flights, cruises and tours etc., the cancellation may be higher, please contact us for details. Please note that some airline tickets have a 100% cancellation charge.

Notes:

(i) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

(ii) If one person sharing a twin/double/triple room or cabin should cancel, the remaining participants would then be required to pay the relevant single supplement or forfeit the triple reduction.

## 7. If we or our service providers change or cancel your holiday.

Packages and other bookings where Tailor Made Travel is the principal to the contract.

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally changes may have to be made and we reserve the right to do so at any time. Most of these changes are minor and we will advise you or your travel agent about them at the earliest possible date. Routings and itineraries can be affected by adverse weather, road closures or other reasons and may be varied accordingly. Cruise lines may make alterations to itineraries at any time over which we have no control. We shall endeavour to advise you of these changes as soon as we are aware of them. Flight timings, carriers and aircraft types are subject to change and such changes are 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, closing of hotel facilities for improvement or emptying a swimming pool for cleaning if alternative facilities are available nearby.

If a major change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure. Examples of major changes are a significant change of resort, a reduction in the standard of accommodation, a change of your outward/return flights by more than 12 hours, a significant change of itinerary, a change of destination airport or a change of departure airport (except between London airports) to one which is more inconvenient to you. These are examples only and there may be other changes that are considered major. In the event of a major change you will have the choice of either:

- (1) Accepting the change of arrangements as notified to you or
- (2) Accepting alternative arrangements of a comparable standard if available and receiving a price refund if the alternative is of a lower value.
- (3) Cancelling your travel arrangements and receiving a full and prompt refund of all monies paid to us.

In all cases, except where the changes arise due to reasons of force majeure (see definition below), we will also pay compensation as detailed below.

Occasionally it may be necessary to cancel confirmed arrangements and we must reserve the right to do so, however we will not do so within 10 weeks of departure unless you have failed to pay the final balance or we are forced to as a result of circumstances beyond our control. If we are unable to provide the booked travel arrangements, you can either have a full refund of all monies paid, or accept an offer of alternative comparable travel arrangements (if available). We will refund any price difference if the alternative is of lower value. If it is necessary to cancel your travel arrangements, we will pay you compensation as set out in the table below. Please note that we do not have any responsibility or liability for any consequential loss you may incur from arrangements you have made with any other party or parties.

**Force Majeure:** This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way 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. This includes: war, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire, adverse weather conditions, epidemics, health risks, technical problems with transport, closed or congested airports.

All other arrangements including where Tailor Made Travel acts as an agent:

Service providers generally reserve the right to change arrangements both before and after a booking has been confirmed. We will notify you of any changes as soon as we are notified of them but we cannot accept any liability in relation to any change. We will not be held responsible if the rare occasion should arise where a service provider goes into liquidation/receivership.

## 8. Complaints.

If you have a problem during your holiday, it is a condition of the contract that you inform the relevant supplier or our 24-hour Duty Officer within 24 hours to enable us to assist in rectifying the matter. Our Duty Officer can be reached on 01293 450570. It is only if our suppliers and Tailor Made Travel are aware of a problem at the time it occurs that we will have the opportunity to put things right. Failure by you to notify us and our suppliers of any difficulties may seriously affect your legal rights. It may even result in any

refunds or compensation to which you may be entitled, being reduced or extinguished. If the problem cannot be resolved in the above manner, please contact us in writing at the registered address within 28 days of your return, quoting your booking reference and all other relevant information and documentation, keeping your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Please bear in mind our need to investigate matters raised with the suppliers or agents involved.

It is unlikely that you will have a complaint that cannot be settled amicably between us. However disputes to do with this contract that cannot be settled amicably may, if you wish, be referred to arbitration under a special scheme arranged by ABTA but administered quite independently by the Chartered Institute of Arbitrators. The scheme, details of which are available upon request or obtained from the ABTA website [www.abta.com](http://www.abta.com), provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. If you choose to proceed to Arbitration under this scheme, you must send a written notice of your decision to ABTA within twelve months of your scheduled return date. Customers resident in the Republic of Ireland may, as an alternative, opt for Arbitration available from the Chartered Institute of Arbitrators – Irish Branch, which offers a similar dispute resolution scheme. Please contact Tailor Made Travel for further details.

### 9. Our liability to you.

Please note sub clauses (a) and (b) below only apply to packages.

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; a third party unconnected with the provision of the travel arrangements; where the failure is unforeseeable or unavoidable; unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; 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 twice 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: Tailor Made Travel, 50 Winchcombe Street, Cheltenham GL52 2ND telephone 0845 4568 001. Under EU law 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 is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in section 8. 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 Civil Aviation Authority on 0207 240 6061 [www.caa.co.uk](http://www.caa.co.uk) In all cases, except where the changes arise due to reasons of force majeure (see section 7), we will pay compensation as detailed below. All other arrangements including where Tailor Made Travel acts as an agent, service providers generally reserve the right to change arrangements both before and after a booking has been confirmed. We will notify you of any changes as soon as we are notified of them but we cannot accept any liability in relation to any change.

### 10. Personal Injury unconnected with your booked travel arrangements.

Unless you suffer personal injury or death caused by our negligence we do not accept any liability for any personal injury, death, loss or damage you may suffer from any excursion booked through a third party, or any other arrangements unconnected to your pre booked travel arrangements. 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 benefits received under any relevant insurance policy to us. We limit the cost of our assistance to you or to any one booking form to £5,000.

### 11. Flights and other transport services.

Please note the timing of air, sea and rail departures are estimates only and are subject to change. Latest timings will be shown on your confirmation/invoice. Timings may be affected by operational difficulties, weather conditions, passengers failing to check in on time and other factors outside of our control. The actual flight times will be shown on your final itinerary. You must check your tickets carefully to ensure you have the latest timings. We are not always in the position to confirm the airline, aircraft type or airport destination that will be used in connection with a flight at the time of booking, where this information is provided at the time of booking it is subject to change. Such changes will not constitute a major change to travel/holiday arrangements and you will therefore not be entitled to cancel or change to other arrangements without paying our normal charges.

Conditions of Service Providers: when you travel with a carrier their conditions of carriage will apply and are incorporated into this contract, some of which may limit liability. You may ask for copies of the relevant conditions of carriage from our offices. Please note that in accordance with air navigation orders, in order to qualify for infant status an infant must be less than 2 years old on the date of its RETURN Flight.

### 12. Insurance.

You must be suitably insured either through us or with another insurer offering at least equivalent cover before you travel. You accept full responsibility for ensuring that all members of the named party comply with the terms and conditions of the travel insurance policy purchased.

Should you, while on holiday choose to take part in any activity (e.g. hang gliding, hot air ballooning, white-water rafting, etc.) which can be deemed as being of a hazardous nature, it is essential to ensure that cover is provided under the terms of your travel insurance. The organizers of some adventure activities that you may choose to take part in whilst on holiday may request you to sign a waiver of their liability for risks involved. We must draw your attention to the fact that by signing such a document you may well lose any rights to claim for damages in respect of death, injury, or loss of or damage to property even if negligence on the part of the activity organiser is proven to have occurred.

Your managers and local representatives are instructed not to act as agents in booking any alternative activities other than those approved by us. Any assistance they may offer at your request does not imply that they have acted as an agent or that these activities have been approved and are offered for sale by the company.

### 13. Tickets and Travel Documents.

Tickets and travel documents unless collected from us are normally dispatched by standard Royal Mail services within 7-10 days prior to departure. If you require the added speed and security of data post, courier service or Special/Recorded Delivery, this can be arranged and the net cost of this will be added to your invoice. We cannot accept any liability for late or lost tickets if normal post is used.

### 14. Passports, visas, immigration and health requirements.

Details of the passport, visa and health requirements as applicable to British Citizens are shown on the confirmation/invoice. Non-British citizens and British citizens not holding a full passport must consult their Embassy, Consulate or the British Foreign office to check the applicable requirements. Clients with any existing medical problems should consult their doctor. Requirements may change and you should check the up to date position in good time

before departure. It is your responsibility to obtain proper and detailed medical advice and to ensure you have the correct visa and passport requirements to gain access or pass through any country or region included in the travel arrangements that you have purchased. Furthermore some travelers including those with certain serious communicable illnesses, criminal records, previous deportations, visa overstays and other problems may not be eligible by law to enter certain countries. Such travellers must check with the embassy or consulate of the country to be visited. If you fail to do any of the above we have no liability to you for any cost, loss or damage which you suffer as a result and nor will we refund the cost of any unused portion of your travel arrangements.

### 15. Refunds.

If you return any unused flight tickets to us for refund, we will submit them to the relevant airline. If we receive the refund from the airline we will forward it to you less any applicable cancellation or administration charges in accordance with our cancellation booking conditions. Refunds usually take between 8 and 12 weeks but in some cases may take longer.

### 16. Brochure Accuracy.

Every care has been taken to ensure that the details in our brochures are correct at the time of printing. However it is possible that hoteliers, excursion operators etc. may suddenly withdraw a facility temporarily or otherwise. This is regrettably beyond our control and we are unable to accept liability. Some facilities may carry a charge, payable directly to the hotel.

### 17. Special Requests and Medical Conditions.

If you have any special requests, please inform us in writing at the time of booking. Although we will endeavour to meet any such request, we regret we cannot guarantee to do so. Please note that the pre-bookable seats cannot be guaranteed. Failure to meet such special requests will not be a breach of contract on our part. We cannot accept any booking that is conditional upon a special request being met.

(b) Medical Conditions - If you have any medical condition or disability which may affect your chosen travel arrangements you must advise us in writing at the time of booking giving full details. We will pass those details on to the relevant suppliers/service providers, however if we or the service provider feel unable to properly accommodate your particular needs, we/the relevant supplier reserves the right to decline/cancel the booking.

### 18. Hotels prices and ratings.

All prices are shown in pounds sterling and are per person per night unless otherwise stated based on 2 people sharing a room.

### 19. Accommodation.

(a) Accommodation in warmer climates. In many hotels, especially beach resorts, "insects" in the rooms (i.e. cockroaches etc.) are almost inevitable. It should by no means be taken as a sign of dirtiness, simply as a fact of life at this destination.

Triple/Quad Rooms. A third or fourth person in the room either shares existing beds or has extra beds (which may be of a camp bed style) placed in a double/twin room, and conditions may be cramped.

### 20. Data Protection Act.

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, any special needs/dietary requirements etc. and take full responsibility for ensuring that proper security measures are in place to protect your information. However, we must pass the information on to the relevant suppliers of your arrangements such as airlines, hotels, transport companies, etc. The information may also be provided to public authorities such as cruise lines for customs/immigration purposes if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in this country. We will not pass any information on to any person unconnected with your travel arrangements. This applies to any sensitive information that you give us such as details of disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot process your booking. In making your booking, you consent to this information being passed on to the relevant persons. Note: we are committed to the on-going training of our staff and this may involve the recording of telephone conversations.

Period before departure within which notice of cancellation or major change is received by us or notified to you.	IF YOU CANCEL YOUR HOLIDAY AMOUNT THE AMOUNT OF CANCELLATION CHARGE	IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY - THE AMOUNT YOU WILL RECEIVE FROM US
More than 70 days	Loss of deposit	£Nil
69 - 57 days	Loss of deposit	£25 per person
56 - 31 days	50% of holiday price	£25 per person
30 - 15 days	90% of holiday price	£25 per person
14 days or less	100% of holiday price	£25 per person