

## TERMS AND CONDITIONS FOR CHARITY EVENTS WITH FLIGHTS

All arrangements are made between Travelink Group Limited trading as Travelink, Airborne Tours, Aviation Links or Star Tours & Tours (hereinafter called the Company) and you, the client. All bookings are subject to these terms and conditions.

### 1. YOUR BOOKING

1. Your contract for travel, accommodation and other services will be with Travelink Group Limited. For some flight inclusive arrangements, the full cost of the flight element must be paid at the time of booking, as well as a deposit for all other arrangements you may wish to also book. For these bookings, you will be advised at the time of booking of all monies due. All bookings are subject to availability. For all bookings other than telephone bookings (by which we mean you book and pay for your tour by credit or debit card over the telephone), a binding contract between you and the Company only comes into existence when the Company despatches its written confirmation of the booking to you. For telephone bookings a contract will come into existence when you receive verbal confirmation from the Company over the telephone. For flight inclusive bookings all monies paid to a travel agent in respect of a booking with the Company will be held by the travel agent on the Company's behalf until the monies are paid to the Company or refunded to the client.

2. The Company is not under any obligation to deliver any tickets, coupons, vouchers or documents until full payment of the booking has been received by the Company. Please check your documents carefully as soon as you receive them. Contact us immediately if any information which appears on them appears to be incorrect or incomplete as it may not be possible to make changes later. (We regret the Company cannot accept any liability if we are not notified of any inaccuracies in any documents within 10 days of our sending it out).

3. The total cost of any booking must be received by the Company not less than eight weeks prior to the scheduled departure date of the tour. In the event that payment is not received by the Company by that date, the Company reserves the right to treat the booking as cancelled by the client. In this event, the cancellation fees listed below shall apply.

4. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under the ABTA Arbitration Scheme (if the Scheme is available for the claim in question - see clause 11) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### 2. CANCELLATION BY THE CLIENT

A client who wishes to cancel a booking must notify the Company in writing. The cancellation charges set out below will be payable from the date the Company receives the notification of cancellation. These charges are calculated as a percentage of the total tour cost excluding insurance premiums and any amendment charges which are non refundable in the event of your cancellation. **Please note, the Company and/or our suppliers may impose different cancellation charges from those stated above depending on the particular package in question and/or method of transport and/or type of ticket booked (for example Apex tickets.) These may be higher than those set out above. Where different cancellation charges apply to your chosen arrangements, we will advise you of these at the time of booking.**

Period before departure letter is received	Cancellation
Charge	
Prior to 42 days	Deposit only
41-29 day	50%
28- 15 days	70%
14 – 4 days .....	90%

3 or less .....

100%

### 3. CHANGES BY THE CLIENT

Should you wish to make any changes to your booking you must notify us in writing as soon as possible. We will endeavour to assist. Where we can, a fee of £15.00 per person (maximum £50 per booking) per occasion an amendment is made will be payable together with any charges incurred or imposed by any of our suppliers for making the change (where applicable). Please note, for flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit any changes after tickets have been issued (and in some cases where bookings have been confirmed) for any reason, these charges are likely to be the full cost of the flight. We reserve the right to treat alterations requested less than 2 months before departure or a change of lead name requested at any time as a cancellation incurring the cancellation charges set out in clause 4 above which must be paid in addition to any charges incurred or imposed by any of our suppliers for making the change (where applicable). Where any agreed alteration involves a change in the number of persons booking, the price will be re-charged on the basis of the new accommodation/party see. A new confirmation invoice and/or final invoice will be issued.

### 4. CHANGES AND CANCELLATION BY THE COMPANY

We start planning the tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in the brochure website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of circumstances outside our control/"force majeure" as defined in clause 5. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient for you, a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
  - (b) purchasing an alternative tour from us, of a similar standard to that originally booked if available.
  - (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.
- Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel 8 weeks or less before departure, we will pay you compensation subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or 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 or (2) we have to cancel because the minimum number of bookings necessary for us to operate your tour has not been reached - in this case we will notify you by the deadline specified in the details of the tour in question.

No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time)

Period before departure, a significant	Compensation	per
person		

change or cancellation is notified to you

More than 56 days	Nil
56-29 days	£10.00
28-14 days	£15.00
13 days – departure	£20.00

In all cases our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes or where we make a significant change or cancel more than 8 weeks before departure. Very rarely, we may be forced by "force majeure" (see clause 5) to change or terminate your tour after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

#### 5. IMPORTANT NOTE - FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation when the performance or prompt performance of our contractual obligations is prevented or affected or you otherwise suffer any loss or damage by "force majeure". In these 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 events may include war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### 6. THE COST OF YOUR TOUR

The prices were calculated on the basis of known costs and exchange rates then prevailing. The Company reserves the right to increase or decrease the price of unsold travel arrangements at any time. You will be given the correct current price at the time of booking.

Once the price of your chosen tour has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled fares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your tour (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your tour (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another tour from us as referred to in clause 4 "Changes and Cancellations by the Company". Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative tour. 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.

A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another tour. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your tour. **Please note, changes and errors occasionally occur. You must check the price of your chosen tour at the time of**

**booking.** We reserve the right to correct errors in both advertised and confirmed prices as soon as we become aware of the error.

#### 7. CONDITIONS OF SUPPLIERS

The provision of transport accommodation and other services is subject to the conditions of the relevant carrier/supplier some of which may limit or exclude their liability to you often in accordance with international conventions (please see clause 8(5) below). Copies of these conditions are available on request.

#### 8. THE COMPANY'S LIABILITY TO YOU

(1) We promise to make sure that the tour arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted tour arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted tour arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 5 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, 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 and we have not agreed to arrange them and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) 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 claim or complaint 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 the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable tour maker to refuse to take the tour in question.

(5) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you

for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

(6) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(7) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 11 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

(8) Injury, illness or death not resulting from the tour arrangements. If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted tour arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

## **9. BEHAVIOUR**

When you book with the Company, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against the Company (together with our own and the other party's full legal costs) as a result of your actions. The Company reserves the right in its absolute discretion at all times to cancel or terminate tour arrangements or require any person to withdraw from a tour if in our reasonable opinion, or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or any damage to property. In these circumstances, no refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. We will have no further responsibility toward such person(s) including any return travel arrangements.

## **10. UNUSED SERVICES OR ACCOMMODATION**

No refund or compensation will be made or given for any unused accommodation or any unused services or feature of the tour, nor will such accommodation, services or features be exchangeable for other accommodation services or features or be transferable to other persons except as set out in these terms and conditions.

## **11. COMPLAINTS AND PROBLEMS**

Any complaint concerning the services we provide must be reported to our local representative (or if there is no local representative to the Company direct) and the supplier of the service(s) in question immediately. If you fail to do so, we cannot accept any liability for any complaints or problems which could have been resolved had you reported them immediately. Clients must in addition set out any complaint in writing to the Company within 28 days of their return from tour.

Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by the Association of British Travel Agents and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a

simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). This scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by the Chartered Institute of Arbitrators within 9 months of the date of return from the tour. Outside this time limit arbitration under the Scheme may still be available if the Company agrees, although the ABTA Code does not require such agreement.

## **12. INSURANCE**

It is a condition of this agreement that you take out suitable insurance. Details of the policy the Company offers are available on request. If you decide not to take the insurance we offer, you must take out another suitable insurance policy which provides comparable or greater cover than that offered by the Company. Unless you include full details of an alternative policy at the time of booking, the appropriate insurance premium(s) for the insurance offered by the Company will automatically be added to the price payable by you. Insurance cover will however only be effective once the Company receives payment of all applicable premiums. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. We do not check alternative insurance policies.

## **13. FLIGHTS**

The Company may not be in a position to confirm the airline(s), aircraft type(s) and airport(s) of destinations which will be used for your tour arrangements at the time of booking. Where this information is provided, any subsequent amendment will not be a "significant change" entitling you to cancel or transfer to another tour without paying our normal charges. The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your confirmation invoice. You must accordingly check this correspondence very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may change - we will contact you as soon as possible if this occurs.

## **14. SPECIAL REQUESTS**

If you have any special requests, you must ensure they are advised to the Company at the time of booking. Whilst the Company will endeavour to pass any such requests to the supplier(s) concerned, the Company cannot guarantee that any requests will be met and failure to do so will not be a breach of contract on the Company's part.

## **15. GROUPS**

Our tours assume a minimum as stated in the contract and if less, itineraries may be withdrawn or subject to amendment. A supplement will apply if a group size falls below the specified minimum required.

## **16. FINANCIAL SECURITY**

We are a member of the Association of British Travel Agents (ABTA number V7117). We also hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 1886.) This means the tours including flights are ATOL protected. In the unlikely event of our insolvency, the CAA will ensure that you are not left 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](http://www.atol.org.uk) If your tour does not include flights, ABTA will financially protect your tour in the same way except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced.

## **17. WEBSITE ACCURACY**

Please note, the information and prices shown on the Company or its agent's website may have changed by the time you come to book your tour. Whilst every effort is made to ensure the accuracy of the website, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen tour (including the price) at the time of booking.

The details displayed on the Company's website is our sole responsibility. It is not issued on behalf of and does not commit

any independent organisation/carriers whose services are featured in it.

**18. DELAY**

We regret we are not in a position to offer you any financial assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc .

**19. SAFETY STANDARDS**

Please note, it is the requirements and standards of the country in which any services which make up your tour are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

**20. PASSPORTS, VISAS AND HEALTH REQUIREMENTS**

The passport, visa and health requirements applicable at the time of printing to British citizens for the tours we offer are available on request. A full British passport presently takes approximately 5 weeks to obtain. Requirements may change and you must check the up to date position in good time before departure. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your tour. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 will ask you to attend an interview in order to do this.

Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For European tours you should obtain an EHIC prior to departure.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. Further information and advice on the country(ies) you are visiting is available from the Foreign and Commonwealth Office ([www.fco.gov.uk](http://www.fco.gov.uk))

